



Deposition of:
30(B)(6) John Carns- De Bene Esse
April 15, 2021

In the Matter of:
Bowen v. Adidas

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1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF SOUTH CAROLINA
3 COLUMBIA DIVISION
4 C/A NO.: 3:18-3118-JFA
5

6 BRIAN BOWEN II,
7 Plaintiff,
8

9 V.
10

11 ADIDAS AMERICA, INC.; JAMES GATTO; MERL CODE; CHRISTIAN
12 DAWKINS; MUNISH SOOD; THOMAS GASSNOLA; AND CHRISTOPHER
13 RIVERS,
14 Defendants.
15
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21

22 VIDEOTAPED VIEOTELECONFERENCE

23 DEPONENT: JOHN CARNS 30(B)(6) DE BENE ESSE

24 DATE: APRIL 15, 2021

25 REPORTER: LINDSEY N. JOHNSON

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STIPULATIONS

The Plaintiff's noticed 30(b)(6) deposition of JOHN CARNS was taken at the office of Kentuckiana Court Reporters, located at 730 West Main Street, Suite 101, Louisville, Kentucky, 40202, via videoconference in which all participants attended remotely, on Thursday, the 15th day of April, 2021, at 3:45 p.m.; said deposition was taken pursuant to the Federal Rules of Civil Procedure. The oath in this matter was sworn remotely pursuant to FRCP 30.

It is agreed that Lindsey N. Johnson, being a Notary Public and Court Reporter, may swear the witness and that the reading and signing of the completed transcript by the witness is not waived.

PROCEEDINGS

VIDEOGRAPHER: My name is Ryan Adkins. I'm the video technician today. Lindsey Johnson is the court reporter.

Today is Thursday, April 15, 2021. The time is 3:45 p.m. We're convened by videoconference to take the 30(b)(6) deposition of the University of Louisville, taken by the plaintiff in the matter of Brian Bowen, II, versus Adidas America, Incorporated, James Gatto, Merl Code, Christian Dawkins, Munish Sood, Thomas Gassnola, and Christopher Rivers, pending in the United States District Court for the District of South Carolina, Columbia Division, Civil Action number 3:18-3118-JFA.

Will counsel please identify themselves for the record?

MR. MCLEOD: This is Mullins McLeod on behalf of Brian Bowen, Junior.

MS. BARBIER: Deborah Barbier on behalf of the defendant, James Gatto.

MR. PASCHAL: This is Christopher Paschal on behalf of Brian Bowen, Senior.

MR. TAFT: This is Will Taft on behalf of

1 Adidas America. I'm joined by Tristan Ellis.

2 MR. LINDHOLM: Robert Lindholm on behalf of
3 defendant, Christopher Rivers. I'm also joined by
4 my colleague, Wes Moran.

5 MR. MORGAN: Grahmn Morgan on behalf of the
6 University of Louisville and John Carns.

7 VIDEOGRAPHER: Will the court reporter please
8 swear the witness?

9 COURT REPORTER: Mr. Carns, will you please
10 hold your driver's license up to the camera and wait
11 until it is focused?

12 Do all counsel present agree that the witness
13 is, in fact, Mr. Carnes?

14 MR. MORGAN: Agreed.

15 MR. MCLEOD: Agreed on behalf of Brian Bowen,
16 Junior.

17 MR. TAFT: Agreed on behalf of Adidas America.

18 MS. BARBIER: Agreed on behalf of James Gatto.

19 MR. LINDHOLM: Agreed on behalf of Christopher
20 Rivers.

21 COURT REPORTER: I think we had two people
22 talking at once. Mr. Paschal, I think that you were
23 not heard.

24 MR. PASCHAL: Okay. That is who he is, and on
25 behalf of Brian Bowen, Senior, we're good to go.

1 COURT REPORTER: Thank you. Mr. Carnes, will
2 you please raise your right hand? Do you swear or
3 affirm that the testimony you are about to give will
4 be the truth, the whole truth, and nothing but the
5 truth?

6 THE WITNESS: I do.

7 COURT REPORTER: Thank you. Mr. McLeod.

8 (EXHIBIT 1 MARKED FOR IDENTIFICATION)

9 DIRECT EXAMINATION

10 BY MR. MCLEOD:

11 Q. Mr. Carns, good afternoon. How are you, sir?

12 A. I'm good. Thank you.

13 Q. Good. Can you hear me okay?

14 A. Yes.

15 Q. Good. I'm going to ask you some questions,
16 obviously, about this case, and the most important
17 thing, sir, is that if you don't understand one of my
18 questions, will you please just let me know?

19 A. Yes.

20 Q. My purpose is not to trick you in any way.

21 All I want to hear today, for the benefit of this jury,
22 is your best, most truthful testimony on some matters
23 that are of pretty significant importance to my client;
24 is that fair?

25 A. Yes, it is.

1 Q. And so is it fair for me to assume if you
2 answer a question, you have, in fact, understood the
3 question?

4 A. Yes.

5 Q. Thank you, sir. First off, let me ask you,
6 your title at the University of Louisville is actually
7 with the association; is that correct?

8 A. Yes.

9 Q. And could you share with the jury, please,
10 sir, whether the University of Louisville Athletic
11 Association is a separate entity than the
12 publicly-funded university academic side?

13 MR. MORGAN: Objection to form. Outside the
14 scope of the noticed deposition topics.

15 If you know, you can answer. If you don't
16 know...

17 A. I'm appointed by the University of Louisville
18 board.

19 I'm considered a University of Louisville
20 employee, however.

21 BY MR. MCLEOD:

22 Q. Okay. Do you understand, sir, that the
23 University of Louisville Athletic Association is a
24 non-profit legal entity?

25 MR. MORGAN: Same objection.

1 A. Yes.

2 Q. And, sir, do you understand that basically the
3 way that the athletics department is structured at the
4 University of Louisville, the association that is ULAA
5 governs all matters relating to student athletics at the
6 university; is that correct?

7 A. No. I don't believe that's correct.

8 Q. Well, isn't it true, sir, that ULAA, again,
9 that's Athletic Association, has total and complete
10 control over matters like eligibility?

11 MR. MORGAN: Objection to form.

12 A. No, I do not believe -- I do not believe
13 that's correct.

14 MR. MCLEOD: Just give us two seconds, please,
15 sir.

16 MR. TAFT: Mullins, while we're waiting, can
17 counsel stipulate that objection to form is
18 objection for all parties?

19 MR. MCLEOD: Well, this is the de bene esse, so
20 you-all have got to make your objections for the
21 record including all objections, so that's the way
22 this one will be done.

23 MR. TAFT: So you want all counsel for each
24 party to make their objections?

25 MR. MCLEOD: Correct.

1 MR. LINDHOLM: Mullins, as to form, if I think
2 Will was just asking to form.

3 MR. MCLEOD: As to form, I don't have -- as to
4 form, an objection of one is an objection to all,
5 but, otherwise, each represented party has the
6 burden of making their objections in a timely manner
7 during the trial testimony.

8 MR. TAFT: Understood. I was asking as to
9 form.

10 BY MR. MCLEOD:

11 Q. Let me show you, Mr. Carns, this is a document
12 right now I'm just marking for the identification
13 purposes only, and it's Exhibit number 2, and this
14 information I just pulled off the website, and I'll give
15 you a minute just to review it real quickly, and I'm
16 just going to ask you whether or not -- a couple of
17 questions off of it, and then we'll get moving. How's
18 that?

19 (EXHIBIT 2 MARKED FOR IDENTIFICATION)

20 A. Where is the document?

21 Q. It's Exhibit 2.

22 A. Okay.

23 Q. Mr. Carns, if you would, please, sir, take a
24 minute and review that exhibit and tell me after you've
25 had a chance to, and we'll get going.

1 MR. MORGAN: I'm going to object again to the
2 deposition question on the basis that this is not
3 within the scope of the topics that we received for
4 this deposition.

5 Corporate structure, corporate formality, board
6 of directors, etcetera, is not within the scope of
7 that.

8 MR. MCLEOD: I understand. And this is not
9 going to take long at all. I've just got to lay the
10 foundation for the fact that the Athletic
11 Association is a separate corporate entity,
12 particularly in light of the questions that were
13 elicited from him about the academic side and
14 whether or not he was declared eligible or
15 ineligible, so this shouldn't take but about five
16 minutes.

17 BY MR. MCLEOD:

18 Q. Have you had a chance to look at Exhibit 2,
19 Mr. Carns?

20 A. Yes.

21 Q. All right. And is it true, sir, that at the
22 University of Louisville, the athletics department is
23 within a legal entity known as the University of
24 Louisville Athletic Association, Inc.?

25 MR. MORGAN: Objection to form.

1 A. Yes.

2 Q. And is that legal entity a non-profit, sir?

3 A. Yes.

4 Q. And -- I need exhibit -- looking at Exhibit
5 number 2 -- hold on one second.

6 A. Yes.

7 Q. So you see Exhibit 2, sir?

8 A. Yes.

9 Q. All right. And according to this document,
10 the ULAA, the Athletic Association is a non-profit. Do
11 you see that and agree with that, sir?

12 A. Yes.

13 Q. And under the first bullet point, this
14 document indicates that, "The Athletic Association
15 adopts and enforces the necessary rules and regulations
16 governing all questions pertaining to the eligibility of
17 players." Do you agree with that, sir?

18 A. That's how it reads, yes.

19 Q. And the -- additionally, Exhibit 2 indicates
20 that -- that, "The Athletic Association has the power to
21 enforce and deal with intercollegiate relations." Do
22 you see that?

23 A. Yes.

24 Q. And do you agree that the Athletic Association
25 does, in fact, have the power and authority to deal with

1 the NCAA as it relates to Louisville athletics?

2 MR. TAFT: Object to form.

3 A. I agree to that to the -- through the people
4 that they appoint to do that, yes.

5 Q. Right. Well, I'll tell you what, make it
6 easy, how about just read, for the benefit of the ladies
7 and gentlemen of the jury, the first bullet point
8 beginning with the word "adopt" and ending with the word
9 "athletics"?

10 A. "Adopt and enforce the necessary rules and
11 regulations governing all questions pertaining to the
12 eligibility of players, intercollegiate relations, and
13 membership in associations of universities and colleges
14 organized for the regulation of athletics."

15 Q. Okay. And, Mr. Carns, based upon your work
16 history at the University of Louisville and with regard
17 to compliance with NCAA bylaws and regulations, is what
18 you just read, for the benefit of the ladies and
19 gentlemen of the jury, consistent with your
20 understanding of the powers of the Athletic Association?

21 MR. MORGAN: Objection to form. Outside of the
22 scope of the topics requested of this witness as a
23 corporate representative. I don't think any of your
24 topics, Mr. Mullins, even touched on the subject of
25 corporate authority.

1 BY MR. MCLEOD:

2 Q. You can answer, sir.

3 A. Again, to the degree that -- the people that
4 they appoint to the positions within athletics enforces
5 those rules or works to enforce those rules, yes, I
6 would agree.

7 Q. And when you say, "who they appoint," who are
8 you referring to, sir?

9 A. To myself, the athletic director, the senior
10 staff.

11 Q. But who is "they" that you're referring to?

12 MR. MORGAN: Same objection.

13 A. The Athletic Association.

14 Q. Okay. And is it true, sir, that at the
15 University of Louisville, the Athletic Association is
16 the entity that has the power and the authority to
17 handle matters such as player eligibility?

18 MR. MORGAN: Objection to form.

19 A. To the degree they appoint persons to do that,
20 yes.

21 Q. All right. And coming down further on
22 Exhibit 2, does the Athletic Association at the
23 University of Louisville also have the authority to
24 borrow money, guarantee debts, and give its notice,
25 notes, or other obligations, therefore, and a secure

1 payment thereof by pledging, assigning, or mortgaging
2 any property it may own?

3 A. Yes.

4 Q. And at the University of Louisville, does the
5 Athletic Association have the specific right, based upon
6 the corporate governing documents, to market and promote
7 the University of Louisville intercollegiate athletic
8 activities?

9 A. Yes.

10 Q. And, sir, the powers that we just covered,
11 were those powers also in place in calendar years 2016,
12 2017 through the present?

13 A. To my knowledge, yes.

14 Q. And, Mr. Carns, the contract that Louisville
15 Athletic Association entered into with Adidas was
16 entered into by the Athletic Association itself; isn't
17 that correct?

18 MR. MORGAN: Objection. Outside the scope of
19 the deposition topic and notice.

20 If you know, you can answer. If you don't
21 know...

22 A. I do not know.

23 MR. MCLEOD: Okay. Will you show me the
24 Louisville contract apparel sponsor deal dated --
25 this one.

1 (EXHIBIT 3 MARKED FOR IDENTIFICATION)

2 BY MR. MCLEOD:

3 Q. Mr. Carns, do you have Exhibit 3 on your
4 screen?

5 A. Yes, I do.

6 Q. All right. Let me first ask you: You've seen
7 this document before, have you not?

8 A. Yes.

9 Q. And the athletic department -- or the Athletic
10 Association at Louisville entered into a contract with
11 Adidas dated July 1, 2014; is that correct?

12 A. Yes.

13 Q. And is what is before you in Exhibit 3 a fair
14 and accurate copy of the original contract between the
15 Athletic association and the apparel sponsor, Adidas?

16 MR. MORGAN: Objection to form. Outside the
17 scope of this witness's notice of deposition.

18 If you know...

19 A. That's how it reads, yes.

20 Q. All right. Now, I'm going to show you the
21 amendment to this contract.

22 MR. MORGAN: Is this a separate exhibit?

23 MR. MCLEOD: Well, it may be in the same.

24 Actually, it is the same, so...

25 BY MR. MCLEOD:

1 Q. All right. Mr. Carns, what is Exhibit 3 is a
2 document entitled, "Endorsement Sponsorship Agreement,"
3 and it bears Bates stamp number ADID3164-A through
4 31667. Do you see that?

5 A. It's the same document we were on?

6 Q. Yes, sir.

7 A. Yes, I see it.

8 Q. And is this the contract that was entered into
9 between
10 Adidas and the Athletic Association with regard to the
11 apparel rights and sponsorship rights at the college?

12 A. Yes.

13 Q. I'll come back to that in a bit. So, Mr.
14 Carns, would it be fair to say that at Louisville, the
15 Athletic Association is the entity that controls and
16 governs the intercollegiate athletics that take place
17 there at the university?

18 MR. MORGAN: Objection to form.

19 A. To the extent that they appoint persons to
20 take those -- to undertake those duties, yes.

21 Q. Okay. And with regard to fielding of teams,
22 is it the Athletic Association that has the
23 responsibility to field athletic teams on behalf of the
24 university and intercollegiate play?

25 MR. MORGAN: Objection to form. Again, this

1 witness is not here on behalf of ULAA. Unless I'm
2 missing something, you did not ask anyone from ULAA
3 to testify.

4 MR. MCLEOD: Well, now, here's the reason why I
5 got to do this. I can, I guess we can do ULAA.
6 Some things are pretty obvious, but they asked
7 questions earlier and got this witness to testify
8 that would lead the jury to believe that somebody in
9 the academic side of the university had some final
10 authority on whether or not Brian Bowen, a student-
11 athlete, was eligible or ineligible, and because
12 that was misleading, I'm trying to clear that up for
13 Mr. Carns' benefit, for the university's benefit,
14 and more particularly, for the association's
15 benefit. We can do the easy stuff with him, and he
16 can cover it, or if you want me to keep moving, I'll
17 keep moving, whatever suits you.

18 MR. MORGAN: Well, I guess, are you asking him
19 just as to his personal knowledge these questions --

20 MR. MCLEOD: Yeah --

21 MR. MORGAN: What I don't want -- what I don't
22 want you to do -- and I don't know whether you would
23 -- I don't want you to come back and say, "Look,
24 Mr. Carns wasn't properly prepared for this 30(b)(6)
25 deposition, and we've got a problem with the

1 corporate representative." I just want -- if you're
2 - - if you're good with his own personal knowledge
3 on these things, and he can answer, "I don't know,"
4 that's fine with me, too.

5 MR. MCLEOD: Well, let's do that then. That
6 would be fair enough. I'm asking with regard to his
7 personal knowledge.

8 MR. MORGAN: Okay.

9 BY MR. MCLEOD:

10 Q. All right. So, Mr. Carns, if you would, share
11 with me what your current job title is and which legal
12 entity you are employed by?

13 A. My current title is senior associate athletic
14 director for compliance, the University of Louisville.

15 Q. All right. And are you paid by University of
16 Louisville Athletic Association, or are you paid by a
17 separate legal entity?

18 A. I am paid through the University of Louisville
19 itself.

20 Q. Okay. When you go to work each day, is your
21 office in the athletic administration offices, or is
22 your office in the academic offices at the university?

23 A. I'm in a building that has both athletic and
24 academic offices.

25 Q. And what's the name of that building, sir?

1 A. Student Activities Center.

2 Q. Okay. Now, how long have you been in the role
3 of compliance as it relates to NCAA bylaws?

4 A. About 22-and-a-half years.

5 Q. All right. And has your work been primarily
6 at Louisville, or have you worked at other places?

7 A. It's been entirely at Louisville with the
8 exception of some interning I did during grad school at
9 the University of Miami.

10 Q. Okay. And would you agree with me, sir, that
11 college basketball has grown significantly in the last
12 20 years?

13 MR. MORGAN: Objection to form.

14 A. To some degree, yes.

15 Q. And has its popularity and the revenues that
16 are generated there from -- grown significantly over the
17 last 20 years, just based upon your personal knowledge?

18 A. You're speaking of basketball specifically?

19 Q. Yes, sir, at the University of Louisville.

20 A. Yes.

21 Q. Kenny Johnson, who was deposed yesterday in
22 this case, was making roughly \$550,000 a year as an
23 assistant basketball coach. Do you know of any tenured
24 faculty members on the athletic side that make over half
25 a million dollars a year, based upon your personal

1 knowledge?

2 A. I don't know -- no. I don't know what any
3 tenure faculty member makes at the University of
4 Louisville.

5 Q. You don't have any personal knowledge of any
6 tenured faculty member making over \$500,000, do you?

7 A. No.

8 Q. Now, when we talk about compliance, would you
9 agree with me that it is important to do our very best
10 to give accurate testimony?

11 MR. MORGAN: Objection to form. Objection to -
12 - objection to form.

13 You can answer, if you know.

14 A. Yes.

15 Q. And for the benefit of the ladies and
16 gentlemen of the jury, words have meaning do they not,
17 sir?

18 A. Yes.

19 MR. TAFT: Object to form.

20 Q. And you are one of the lucky ones that got a
21 law degree and went into other another profession, but,
22 certainly, in the law, one of the things you are taught
23 is that there's a difference between the word "and" and
24 the word "or"; isn't that right?

25 MR. MORGAN: Objection to form.

1 A. No, I've never heard that.

2 Q. All right. Well, you've been in compliance
3 for over 20 years; is that right?

4 A. Yes.

5 Q. Would you agree with me, sir, that the word
6 "amateur" has a different meaning than the word
7 "eligibility" with regard to the NCAA bylaws?

8 MR. MORGAN: Objection to form. Objection to
9 asking this witness to give you an opinion on bylaw
10 language, legal or compliance-wise.

11 A. I would agree that "amateur" and "eligibility"
12 have two different meanings, yes.

13 BY MR. MCLEOD:

14 Q. And, in particular, they have two different
15 meanings within the NCAA bylaws, correct?

16 MR. MORGAN: Objection to form.

17 MR. MCLEOD: Give me the NCAA bylaws. All of
18 them give me all of them. All right. Just -- are
19 you.

20 MR. MORGAN: Are you asking him if amateurism
21 and eligibility are the same thing?

22 MR. MCLEOD: I'm just walking through all these
23 exhibits, that way there's no way anybody can get
24 off course.

25 Let's load the bylaws, Exhibit 4, and let's

1 keep moving. Give me one minute, sir, and we'll
2 load the bylaws up for you.

3 THE WITNESS: Okay.

4 (EXHIBIT 4 MARKED FOR IDENTIFICATION)

5 BY MR. MCLEOD:

6 Q. And first off, Mr. Carns, do you have
7 Exhibit 4 on your screen?

8 A. One minute. Yes, I do.

9 Q. All right. And Brian Bowen came to the
10 University of Louisville at the end of a heavy
11 recruiting battle in June 2017; is that correct?

12 A. Yeah, I'm not familiar with the recruiting
13 battle, but, yes, he did come there at that time.

14 Q. And the NCAA bylaws that were in effect at
15 that time were the 2016/2017 bylaws; is that correct?

16 A. Correct.

17 Q. All right. If you will please, sir, scroll
18 down to page 55 of that exhibit, and, in particular,
19 bylaw 12.1.2.

20 A. Okay.

21 Q. All right. And if you would, please, sir,
22 read for the record what the bylaws state with regard to
23 an individual losing amateur status?

24 A. "Individual loses amateur status and, thus,
25 shall not be eligible for intercollegiate competition in

1 a particular sport if the individual uses his or her
2 athletic skill directly or indirectly for pay in any
3 form in that sport, accepts a promise of pay, even if
4 such pay is to be received following completion of
5 intercollegiate athletic participation, signs a contract
6 or commitment of any kind to play professional athletics
7 regardless of its legal enforceability or any
8 consideration received except is as permitted in
9 12.2.5.1."

10 Q. And, Mr. Carns, isn't it true, sir, that the
11 NCAA is the sole governing body for all of its member
12 institutions including the University of Louisville and
13 the association?

14 A. Yes.

15 Q. And would you agree with me, sir, that the
16 NCAA bylaws are promulgated by the association that
17 being the NCAA and are given to the different membership
18 institutions including the University of Louisville?

19 A. Yes.

20 Q. And isn't it true, sir, that based upon your
21 career in compliance, the NCAA bylaws control issues
22 like amateur status and eligibility with regard to elite
23 prospects like Brian Bowen?

24 MR. LINDHOLM: Objection.

25 A. Yes.

1 Q. And, Mr. Carns, just so the jury is clear, the
2 membership institutions like University of Louisville
3 don't have the authority to draft their own definitions
4 or provisions of the governing bylaws, do they?

5 MR. MORGAN: Objection to form.

6 You can answer.

7 A. No. We -- the -- we follow the legislation
8 that's passed by the membership to the NCAA, yes.

9 Q. And, if you would, please, sir, on Exhibit 4,
10 do you see the different items, A through G, listed
11 underneath bylaw 12.1.2?

12 A. Yes.

13 Q. Would you agree with me, sir, that there is
14 zero evidence that Brian Bowen at any time violated any
15 provision of the subparagraph A, B, C, D, E, F, or G?

16 MR. LINDHOLM: Objection.

17 MR. TAFT: Object to form.

18 MS. BARBIER: Object to the form.

19 BY MR. MCLEOD:

20 Q. Mr. Carns, you can answer.

21 A. I'm reading these -- the rest of the bylaws --
22 or the rest of the -- I mean, G, entered into agreement
23 with an agent is probably a question, but, yes, I think
24 you're correct.

25 Q. So, Mr. Carns, the Athletic Association sent

1 an e-mail the morning after the indictments were
2 announced in the Adidas bribery scandal, and that date
3 was May 27, 2017; is that correct?

4 MR. TAFT: Object to form.

5 MR. MORGAN: Object to form.

6 Q. You can answer.

7 A. Can you repeat that question, please?

8 Q. Yes. They showed you an e-mail earlier that
9 is dated, actually, September 27, 2017, that you
10 received that indicated that Brian Bowen was declared
11 ineligible. Do you remember that?

12 A. Yes.

13 Q. All right. So at the time that the University
14 of Louisville Athletic Association sent that e-mail,
15 would you agree with me, sir, that Brian Bowen was an
16 amateur athlete whose amateur status was intact, based
17 upon the plain reading of bylaw 12.1.2?

18 MR. TAFT: Object to form.

19 MR. MORGAN: Objection to form.

20 Q. You can answer, sir.

21 A. Yes.

22 Q. And any insinuation that Brian was not an
23 amateur or was not qualified for participation in
24 intercollegiate athletics is flat wrong, isn't that
25 correct, sir, prior to that e-mail dated May 27, 2017?

1 MR. LINDHOLM: Object to form.

2 MR. MORGAN: Object.

3 A. Yes. He was certified as eligible prior to
4 that.

5 Q. That's right. And in order for an elite
6 prospect like Brian to be certified as eligible, that
7 process takes some time, does it not, sir?

8 MR. LINDHOLM: Object to form.

9 A. I don't follow the question.

10 Q. Isn't it true, sir, that elite prospects like
11 Brian begin communicating with the NCAA Clearinghouse
12 while they're still in high school?

13 A. Yes.

14 Q. And isn't it true, sir, the reason -- one of
15 the reasons why they begin interacting with the
16 governing body, the NCAA, during their high school years
17 is because colleges don't want to recruit kids who are
18 not amateurs or who are otherwise ineligible to play?

19 A. Well, they have to be -- I mean, they have to
20 be cleared by the NCAA eligible center prior to
21 enrolling, so they would have to, regardless, start that
22 process prior to enrolling at the institution.

23 Q. That's right, sir. So isn't it true that
24 Brian Bowen was cleared by the NCAA Clearinghouse and
25 certified as an eligible -- certified as being eligible

1 prior to enrolling at the University of Louisville?

2 A. Yes.

3 Q. And one of the reasons why Louisville wants to
4 ensure that the student-athlete is, in fact, eligible is
5 because scholarships at a place like Louisville are
6 precious commodities, are they not?

7 MR. LINDHOLM: Object to form.

8 A. Yeah. I would say a scholarship anywhere in
9 Division 1 is significant.

10 Q. All right. And bylaw 12.1.2, there are
11 subparagraphs A through G. Do you see the word "extra"
12 or "benefit" anywhere in the NCAA's definition of
13 "amateur status"?

14 A. No.

15 Q. Would you agree with me, sir, then that an
16 extra benefit does not disqualify automatically a
17 person's amateur status per the NCAA bylaws?

18 MR. LINDHOLM: Objection to form.

19 MR. MORGAN: Objection to form.

20 A. It would depend on the benefit.

21 (EXHIBIT 5 MARKED FOR IDENTIFICATION)

22 Q. Yes, sir. Let me show you Exhibit 5. Do you
23 have Exhibit 5 on your screen, sir?

24 A. Yes.

25 Q. All right. And what is the top of that

1 document entitled?

2 A. "Amateurism Certification Process Frequently
3 Asked Questions."

4 Q. All right. And let me ask you, sir, based
5 upon your 20 years working in compliance would NCAA
6 bylaws and regulations, you're familiar with the process
7 by which the NCAA Eligibility Center puts out
8 notifications to inform its membership institutions and
9 prospective elite prospects like Brian as to the process
10 of becoming certified, are you not, sir?

11 A. Yes.

12 Q. And does this exhibit, Exhibit number 5, look
13 familiar to you, as far as its format is concerned from
14 the NCAA Eligibility Center?

15 A. Yes.

16 Q. All right. If you would please, sir, turn to
17 the last page of that document?

18 A. Okay.

19 Q. And do you see the question that begins with,
20 "Am I automatically ineligible"?

21 A. Yes.

22 Q. Could you please read that question for the
23 benefit of the ladies and gentlemen of the jury?

24 A. Read the answer?

25 Q. The question and the answer, please.

1 A. "Am I automatically ineligible if I violated
2 the amateurism rules? No. The NCAA Eligibility Center
3 will review your sport participation history. If there
4 are violations of NCAA amateurism rules, the NCAA
5 Eligibility Center may certify you with conditions which
6 must be fulfilled before you eligible for competition.
7 Conditions will be set based on which rule was violated
8 and the severity of the violation. Such conditions may
9 include repayment of money or sitting out competition
10 for a specified number of games or both. In some cases,
11 the NCAA Eligibility Center may determine that the
12 violations are such that permanent and ineligibility for
13 competition is the appropriate penalty."

14 Q. And, Mr. Carns, having read that, for the
15 benefit of the ladies and gentlemen of the jury, is what
16 you read consistent with what your personal and
17 professional knowledge is with regard to the amateurism
18 certification process with the NCAA Eligibility Center?

19 A. It is -- it is, as it relates to the
20 pre-enrollment of a student-athlete, yes.

21 Q. That's right. Because amateurism relates to
22 primarily what happens before the student-athlete
23 enrolls at the member institution; isn't that correct?

24 MR. TAFT: Object to form.

25 MR. MORGAN: Objection to form.

1 A. I would not say that's correct. The
2 eligibility center certifies amateurism based on
3 activities prior to enrollment, but amateurism still
4 applies after enrollment.

5 Q. Okay. Let me -- let me ask you this,
6 Mr. Carns: Isn't it true, sir, that according to the
7 NCAA bylaws and the - - things they have promulgated
8 there from, that if there is some violation of an
9 amateur rule while a student-athlete is in high school,
10 that does not automatically render that person
11 ineligible or affect their amateur status, isn't that
12 correct, sir?

13 MR. LINDHOLM: Object to form.

14 A. It would depend on the violation.

15 Q. And would it also depend, sir, on the facts
16 and circumstances of a given case?

17 A. Yes.

18 Q. Okay. And isn't the NCAA's overall mention
19 and purpose fairness to the student-athlete?

20 MR. LINDHOLM: Object to form.

21 MR. MORGAN: Object to form.

22 A. Yes. That's a goal.

23 Q. Okay. And do you believe that that is an
24 important goal?

25 A. Yes.

1 Q. Now, once a student enrolls at a member
2 institution like Brian, did -- do other provisions in
3 the bylaws kick in, for example, extra benefit?

4 A. Yes.

5 Q. Okay. Now, going back, sir, to Exhibit 4, and
6 in particular, if you could look at bylaw 12.01.3?

7 MR. TAFT: Exhibit 4 appears to be an
8 incomplete version of the bylaws missing several
9 pages, including that bylaw.

10 MR. MCLEOD: Give us one second. We'll load it
11 up. I'm sorry.

12 BY MR. MCLEOD:

13 Q. Now, Mr. Carns, do you have -- I guess this is
14 Exhibit 6 on your screen?

15 A. I do, yes.

16 (EXHIBIT 6 MARKED FOR IDENTIFICATION)

17 Q. And, sir, when I asked you earlier whether or
18 not you would agree with me that words have meaning,
19 that is, in fact, true when it comes to the NCAA bylaws,
20 is it not?

21 MR. LINDHOLM: Object to form.

22 A. Yes.

23 Q. For example, the bylaws as it relates to
24 amateurism, specifically distinguished between the words
25 "individual" and "student-athlete," do they not?

1 A. Yes.

2 Q. And if you would, please, sir, for the benefit
3 of the ladies and gentlemen of the jury, could you read
4 into the record bylaw 12.01.3?

5 A. "Individuals versus student-athlete. NCAA
6 amateur status may be lost as a result of activities
7 prior to enrollment in college. If NCAA rules specify
8 that an individual may or may not participate in certain
9 activities, this term refers to a person prior to and
10 after enrollment in a member institution.

11 If NCAA rules specify a student-athlete, the
12 legislation applies only to that person's activities
13 after enrollment."

14 Q. Okay. So you would agree me, sir, that for
15 purpose of amateurism under the NCAA bylaws, the word
16 "individual" has a separate and distinct meaning from
17 "student-athlete"?

18 A. Per this -- yes. Per this bylaw, yes.

19 Q. Based on your 20 years of working in
20 compliance at a Division 1 school, does your personal
21 and professional knowledge disagree with what you just
22 shared with the ladies and gentlemen of the jury with
23 regard to the definition of "individual" and
24 "student-athlete" for purposes of amateurism?

25 MR. LINDHOLM: Objection to form.

1 MR. TAFT: Objection to form.

2 A. No, I agree.

3 Q. Do you agree, sir, with the bylaw 12.01.3 and
4 its definition?

5 MR. LINDHOLM: Object to form.

6 MR. MORGAN: Objection to form.

7 A. I agree that the NCAA distinguishes
8 pre-enrollment to -- and post-enrollment, a
9 student-athlete is -- an individual is not a
10 student-athlete until after they enroll, yes, I would
11 agree with that.

12 Q. Okay. And you would agree with me, sir, that
13 the bylaw that was violated in the Adidas bribery scheme
14 that rendered Brian ineligible was contained in
15 bylaw 16, isn't that correct, sir?

16 MR. LINDHOLM: Object to form.

17 A. We never declared Brian ineligible.

18 Q. We'll get to -- well, we'll do it the hard way
19 then. Pull up the Banker e-mail.

20 OFFICE STAFF: Defendant's Exhibit 6.

21 COURT REPORTER: Excuse me -- yeah. I have
22 there in the shot -- what's your name, ma'am? You
23 said some words on the record, so I'm going to need
24 to identify you, please.

25 OFFICE STAFF: Me?

1 MR. MCLEOD: Yeah. That's fine.

2 COURT REPORTER: If you could give me your
3 first and last name, please.

4 OFFICE STAFF: Yeah. She works with me. She's
5 the legal assistant.

6 COURT REPORTER: I will refer to her as "Office
7 Staff," if everybody's in agreement.

8 MR. MCLEOD: That'll be fine.

9 COURT REPORTER: Well, he's in agreement.

10 BY MR. MCLEOD:

11 Q. All right. Mr. Carns, where did it go?

12 OFFICE STAFF: Exhibit 6.

13 Q. Do you have Exhibit 6 on your screen?

14 A. Yes, I do.

15 Q. All right. And, sir, this is an e-mail that
16 was initiated by Matthew Banker; isn't that correct?

17 A. Yes.

18 Q. And did you receive a copy of this e-mail,
19 sir?

20 A. Yes.

21 Q. All right. And the -- this e-mail, does it
22 indicate on here the time when it was originated?

23 A. Yes.

24 Q. What time was this e-mail originated?

25 A. September -- Wednesday, September 27, 2017,

1 14:48.

2 Q. And was this the date after the criminal
3 indictments were announced by the Department of Justice
4 with regard to the Adidas bribery scheme?

5 A. Yes.

6 Q. And did you receive this e-mail, sir, in the
7 regular and ordinary course of your employment with the
8 university?

9 A. Yes.

10 Q. And each of the recipients of this e-mail,
11 were they also employed by the university or the
12 Athletic Association?

13 A. Yes.

14 Q. Would you agree with me, sir, that this e-mail
15 states, "MBB student-athlete Brian Bowen has been
16 declared ineligible from athletics participation
17 effective immediately"?

18 A. I would agree this is what -- that's the
19 wording in the -- the e-mail. I do not agree that
20 that's the actions that were ultimately taken by the
21 institution.

22 Q. Well, Matthew Banker was in what position on
23 September 27, 2017?

24 A. Associate athletic director for compliance.

25 Q. All right. So as far as the chain of command

1 goes, who was above Mr. Banker in the compliance
2 department?

3 A. I was.

4 Q. All right. And, sir, do you see where you
5 received this e-mail?

6 A. Yes.

7 Q. Would you agree with me, sir, that nowhere in
8 the university's production is an e-mail from you
9 responding to this e-mail indicating that anything
10 contained in Exhibit 6 is inaccurate?

11 A. I would agree that, yeah, there was no e-mail
12 sent to clarify the language in here, however, there are
13 documents that reflect what actually -- the steps we
14 actually undertook with holding him.

15 Q. And what is your testimony in front of this
16 jury as to the steps that were taken with Brian's
17 eligibility?

18 MR. TAFT: Objection.

19 A. There were no steps taken to -- for his
20 eligibility.

21 We were -- we withheld him from practice and
22 competition.

23 Q. Isn't it true, sir, that in other NCAA bylaws,
24 you are required to withhold after the student-athlete
25 becomes ineligible, isn't that correct, sir?

1 MR. MORGAN: Objection to form.

2 A. If -- yes, if an -- if the student-athlete is
3 ineligible, then, yes, we are required to withhold.

4 Q. So would you agree with me again, sir, that
5 words have meaning?

6 MR. LINDHOLM: Object to form.

7 MR. MORGAN: Objection to form.

8 A. Yes.

9 Q. And the word "withhold" and the word
10 "ineligible" have separate and distinct meanings under
11 the NCAA bylaws, isn't that correct, sir?

12 MR. LINDHOLM: Object to form.

13 A. Correct.

14 Q. First, before I get off of this Exhibit 6,
15 does this Exhibit 6 fairly and accurately depict the
16 e-mail that you received on this date in your capacity
17 as the head of compliance at the university?

18 A. Yes.

19 MR. MCLEOD: This time I move to have Exhibit 6
20 into evidence.

21 Q. All right. Mr. Carns, I'm pulling back up,
22 without objection on the prior exhibit, we'll move to
23 the next. On Exhibit 4, I want to turn your attention
24 please, sir, to 12.11.

25 Do you have that bylaw in front of you, sir?

1 A. Yes.

2 Q. And, again, sir, you would agree with me that
3 words have meaning; isn't that correct?

4 MR. LINDHOLM: Object to form.

5 A. Correct.

6 Q. And would you agree with me, sir, that any
7 litigant or their attorney should try their very best
8 not to mislead the jury with regard to important terms
9 that are material to this case and the damages suffered
10 by Brian?

11 MR. LINDHOLM: Object to form.

12 MR. TAFT: Objection.

13 MR. MORGAN: Objection to form.

14 BY MR. MCLEOD:

15 Q. You can answer, sir.

16 A. Yes.

17 Q. Okay. Now, if you would please, sir, for the
18 benefit of the ladies and gentlemen of the jury, could
19 you read into the record, 12.11.1, beginning with the
20 word, "If a student-athlete"?

21 A. Okay. Hold on a second. I was at 12.1.1.

22 Q. Okay.

23 A. 12.11.1?

24 Q. Yes, sir.

25 A. "If the student-athlete is ineligible under

1 the provisions of the constitution bylaws or other
2 regulations of the association, the institution shall be
3 obligated to apply immediately the applicable rule and
4 to withhold the student-athlete from all intercollegiate
5 competition. The institution may appeal to the
6 committee on student-athlete reinstatement for
7 restoration of the student athlete's eligibility as
8 provided in 12.12 that concludes that the circumstances
9 warrant restoration."

10 Q. And, sir, having read that definition for the
11 benefit of the ladies and gentlemen of jury, based upon
12 your work at University of Louisville, you agree, sir,
13 that that definition controls with regard to
14 ineligibility and withholding from participation, do you
15 not?

16 MR. LINDHOLM: Objection to form.

17 MR. MORGAN: Objection to form.

18 A. If the student is declared ineligible, yes.

19 Q. Okay. And so, Mr. Banker's e-mail that we
20 just showed the jury was dated May 27 after -- I'm sorry
21 -- September 27 after the indictments, how could the
22 university have withheld Brian from participation during
23 the midnight hours between the indictments and that
24 e-mail, Exhibit 6?

25 MR. LINDHOLM: Object to form.

1 MR. MORGAN: Object to form. Argumentative.

2 MR. MCLEOD: I'll ask -- yeah, that's fair
3 enough.

4 I'll give you -- I'll clean that up.

5 BY MR. MCLEOD:

6 Q. Sir, are you familiar with when the
7 indictments were announced, are you not?

8 A. Yes, I am.

9 Q. And from the time that the indictments were
10 announced until the time that Mr. Banker sent you that
11 e-mail declaring Brian ineligible, do you have any
12 personal knowledge or any corporate knowledge on behalf
13 of the association of any action taken whatsoever with
14 regard to Brian playing basketball at University of
15 Louisville?

16 MR. LINDHOLM: Object to form.

17 MR. TAFT: Object to form.

18 A. Yes.

19 Q. And what action was taken?

20 A. Brian was withheld from practice and
21 competition.

22 Q. And when did that occur, sir?

23 A. That decision occurred -- that decision was
24 made either the evening of the 26th or the morning of
25 the 27th.

1 Q. And would you agree with me the reason was
2 because once you, as a director of compliance, learned
3 of the public indictments in the receipt of the bribery
4 payment, Brian was ineligible, isn't that true, sir?

5 MR. LINDHOLM: Object to form.

6 A. No, that's not true.

7 Q. All right. We'll get to that. So you
8 disagree with that?

9 A. We had concerns about the -- the allegations,
10 absolutely, but --

11 Q. All right. I'm sorry -

12 A. -- we did determine he was ineligible.

13 COURT REPORTER: I'm sorry. What did you say,
14 Mr. Carns? There was two people talking at once.

15 A. We had concerns about those allegations
16 potentially affecting his eligibility, however, we did
17 not -- were not in the position at that time to declare
18 him ineligible.

19 Q. Isn't it true, sir, that under the NCAA
20 bylaws, once an extra benefit is received, that receipt
21 of that extra benefit renders the student-athlete
22 ineligible, isn't that correct, sir?

23 MR. LINDHOLM: Object to form.

24 A. Yes, that is correct. However, we had no --
25 we did not have enough information at that time to come

1 to that conclusion that it was received. We were
2 working off -- it was a day after the indictments came
3 down. There was, obviously, a lot of confusion and
4 things going on, and we were not in the position at that
5 time to make a -- make a decision on eligibility, which
6 is why we took the other route of withholding him from
7 practice and competition.

8 Q. And so you withheld him for how long? How
9 many hours?

10 A. We withheld him from that point until he
11 transferred in January.

12 Q. Let's go to rule -- bylaw 16, please, sir.

13 A. Okay.

14 Q. All right. And let me first ask you to give
15 the jury a little bit of a background. There was a time
16 when the NCAA bylaws prohibited student-athletes from
17 receiving extra benefits once enrolled at member
18 institutions; is that correct?

19 A. That's still the rule.

20 Q. That's still the rule. And there was a time,
21 however, where the bylaws did not prohibit family
22 members from receiving extra benefits; isn't that
23 correct?

24 A. I don't recall when that -- that time was or
25 when that --

1 Q. Well, the jury will recall most likely, Cam
2 Newton.

3 Do you remember Cam Newton, who won the
4 Heisman trophy and the national championship at Auburn
5 University, and played --

6 MR. LINDHOLM: Object to form of.

7 A. Yes.

8 Q. Okay. And, sir, are you generally aware that
9 after Cam Newton's ordeal with the NCAA, the governing
10 body amended the bylaws so that if a family member
11 received compensation, it would be an extra benefit per
12 the NCAA bylaws, isn't that correct, sir?

13 MR. LINDHOLM: Object to form.

14 A. I believe -- my understanding of that was the
15 rules were changed to expand the agent bylaw to include
16 family members potentially being involved -- being
17 considered agents in those circumstances.

18 Q. Let's look at 16.01.1, "Eligibility Effect of
19 Violation." Do you see that?

20 A. Yes.

21 Q. And would you agree with me, sir, that
22 "eligibility" means eligibility?

23 MR. LINDHOLM: Object to form.

24 A. Yes.

25 Q. Would you agree with me that the word "effect"

1 spelled with an "E" as opposed to an "A" has meaning?

2 A. Yes.

3 Q. And share with me please, sir, the difference
4 between the word "effect" and the word "affect"?

5 A. In this circumstance right now, I don't -- I
6 can't decipher the difference. If you want to --

7 Q. If you would --

8 A. -- give me those definitions, I can decipher
9 them then.

10 Q. That's okay. How about, if you would please,
11 sir, read, for the ladies and gentlemen of the jury,
12 16.01.1 beginning with, "A student-athlete"?

13 A. "A student-athlete shall not receive any extra
14 benefit. Receipt by a student-athlete of an award,
15 benefit, or expense allowance not authorized by NCAA
16 legislation renders the student-athlete ineligible for
17 athletics competition in the sport for which the
18 improper award benefit or expense was received. The
19 student-athlete receives an extra benefit not authorized
20 by NCAA legislation, the individual is ineligible in all
21 sports."

22 Q. All right. Mr. Carns, isn't it true, sir,
23 that under the definition of "extra benefit," which is
24 found in the middle of that page, "family member" is
25 included within the definition, isn't that correct, sir?

1 A. Yes.

2 Q. All right. And so would you agree with me
3 then, sir, that when the Adidas bribe payment was
4 received by family member of elite prospect Brian Bowen,
5 he was rendered ineligible per Rule 16.01.1?

6 MR. LINDHOLM: Object to form.

7 MR. TAFT: Object to form.

8 MR. MORGAN: Objection to form. Objection to
9 asking this witness an opinion on the eligibility of
10 Brian Bowen. And, Mullins, I can only assume that
11 you are saying at some later point in time after
12 Brian Bowen was no longer a student-athlete at the
13 University of Louisville, his father was -- or
14 testified to something -- I don't know exactly what
15 it was -- in the Gatto trial. Is that what you are
16 referring to?

17 BY MR. MCLEOD:

18 Q. Mr. Carns, do you -- are you cognizant of the
19 fact that a bribe payment was paid to a family member of
20 elite prospect Brian Bowen?

21 A. I was aware through the allegations in the
22 indictment on September 26.

23 Q. As you sit here today, sir, are you cognizant
24 of the fact that a bribe payment was made in the Adidas
25 bribery scheme to one of Brian's family members?

1 MR. LINDHOLM: Object to form.

2 MR. MORGAN: Object to form.

3 Mullins, when you say "cognizant," can you tell
4 -- can you explain what you mean by that?

5 MR. MCLEOD: Yeah.

6 BY MR. MCLEOD:

7 Q. "Cognizant" means are you aware? Are you
8 aware, as you sit here today as a 30(b)(6) designee that
9 as part of the bribery scandal, a payment was made to
10 one of Brian's family members?

11 A. As I sit here today?

12 Q. Yes, sir.

13 A. That was, I believe, determined in the jury
14 trial. I did not -- I did not know that on
15 September 27, 2017.

16 Q. Did you believe, sir, that the Department of
17 Justice had misled someone with regard to the bribe
18 payment that was made to Brian's family member?

19 MR. LINDHOLM: Object to form.

20 MR. MORGAN: And I'm going to object to the
21 form of that too, I mean, asking this witness to
22 testify about the credibility of the Department of
23 Justice, whatever broadness that would be, but
24 asking him to speculate based on an allegation in
25 the complaint we understand, I guess, was proven at

1 some level at the jury trial down the road, I don't
2 think that is a fair question for the witness,
3 especially one that's not here to testify on that
4 subject.

5 MR. MCLEOD: Yeah, so maybe we'll handle it
6 this way.

7 BY MR. MCLEOD:

8 Q. So, Mr. Carns, what date were the criminal
9 indictments announced?

10 A. I believe it was September 26, 2017.

11 Q. All right. And as head of compliance at the
12 University of Louisville, do you have any personal
13 knowledge at any time from September 26 until today of
14 you ever conducting an interview that there are written
15 notes there from -- with any coach at the University of
16 Louisville?

17 A. Me personally conducting an interview?

18 Q. That's right.

19 A. As I sit here right now, I'm not aware.

20 Q. And, sir, isn't it true, sir, that at no time
21 after the criminal indictments were announced, at no
22 time did the University of Louisville or the Athletic
23 Association ever do any type of internal investigation
24 to determine who, what, when, and where, isn't it that
25 true, sir?

1 MR. LINDHOLM: Object to form.

2 MR. TAFT: Objection.

3 A. No, that is not true.

4 Q. As head of the compliance, share with this
5 jury who was interviewed of the coaches with regard to
6 who, what, when, where?

7 MR. MORGAN: I'm going to object and say this
8 was not a topic of your notice. Had you wanted to
9 know this information, you had the opportunity to
10 specify it in advance.

11 You also had the opportunity under the federal
12 rules to meet and confer with me as is required,
13 which no one did.

14 MR. MCLEOD: I don't want -- I don't want the
15 document. The reason why it's included in the
16 subject matter is because the cross-notice
17 specifically references the notice of allegations at
18 the university's response thereto.

19 So Mr. Carns --

20 MR. MORGAN: And the university's response
21 thereto, which you know exist and that has been
22 produced in this case and you referenced it, sets
23 forth the information that the university has
24 already provided to the NCAA in over 60 pages.

25 BY MR. MCLEOD:

1 Q. Mr. Carns, my question is really pretty
2 simple. In September of 2017, were you the head of
3 compliance at the University of Louisville?

4 A. Yes.

5 Q. Do you have any personal knowledge, sir, of
6 any interviews being conducted with regard to who, what,
7 when, where, as it relates to the coaching staff at the
8 University of Louisville?

9 A. During what time period?

10 Q. From September 26, 2017, until September 2019.

11 A. Yes, I have knowledge.

12 Q. And what type of investigation happened, sir?

13 MR. MORGAN: Object to form. You are asking if
14 there were interviews, and he said yes, he has
15 knowledge of interviews.

16 A. All -- all of those coaches on staff were
17 interviewed at one time or another during that -- the
18 course of that investigation.

19 BY MR. MCLEOD:

20 Q. And, sir, do you have any personal knowledge,
21 or as a corporate designee, whether there are any
22 written documents related to those interviews?

23 MR. MORGAN: Objection to form. Outside the
24 scope.

25 Q. You can answer, sir.

1 A. There were interviews. I mean, that could be
2 an attorney -- there could be an attorney privilege that
3 I didn't -- we had attorneys that conducted interviews.
4 The NCAA has attorneys that conducted interviews.

5 Q. My question, sir is: In your role and
6 capacity as the head of compliance at a member
7 institution, do you have any personal knowledge of any
8 interviews being conducted whereby there are any notes
9 or memorandum or tangible items generated as a result of
10 those interviews?

11 MR. MORGAN: Object to the form. Outside the
12 scope.

13 I think earlier in the other deposition we took
14 this morning, there was a reference to Brian Bowen
15 interview that was noted.

16 MR. MCLEOD: That's my point. The only person
17 that we have documentation that he interviewed was
18 Brian Bowen.

19 BY MR. MCLEOD:

20 Q. So, sir, I'll ask you one last time. Isn't it
21 true, sir, that you have no personal knowledge of having
22 conducted any interviews of coaches in any accompanying
23 documentation relating to those interviews, isn't that
24 true, sir?

25 MR. MORGAN: Objection to form. Compound

1 question.

2 A. I personally did not conduct any interviews
3 with coaches.

4 Q. And, sir, as your role as head of compliance,
5 do you have any knowledge of any notes, memorandum, or
6 other things that were taken contemporaneous with the
7 interviews that you say took place?

8 MR. LINDHOLM: Object to form.

9 MR. TAFT: Object to form.

10 MR. MORGAN: Object to form. Asked and
11 answered multiple times.

12 BY MR. MCLEOD:

13 Q. You can answer, sir. You can answer, sir.

14 A. To the degree there were transcripts -- or by
15 the parties that did those interviews, then, yes, I
16 would say there is.

17 Q. Have you produced those -- has the Athletic
18 Association produced those pursuant to the subpoena that
19 was issued by Defendant Rivers?

20 MR. MORGAN: Those what?

21 MR. MCLEOD: The memorandum that he is
22 testifying that exists that I don't think exists,
23 but if it does, I'm just trying to figure out where
24 they are.

25 MR. MORGAN: We objected to the document

1 production as being overly broad and vague.

2 MR. MCLEOD: Okay.

3 MR. MORGAN: We produced documents that were
4 responsive under the narrow topics that we gave. If
5 there is a specific request for notes of interviews
6 to the extent that they are not privileged, we --
7 you know -- we don't think this was requested, but
8 if they were privileged, we would have withheld them
9 based on privilege.

10 MR. MCLEOD: Okay. I'll move on just for the
11 sake of time.

12 BY MR. MCLEOD:

13 Q. Mr. Carns, going back to bylaw 16.01, would
14 you agree with me, sir, that under the bylaws, receipt
15 by a family member or a student-athlete renders the
16 student-athlete ineligible?

17 Would you agree with that, sir?

18 A. Of an extra benefit -- if a family member
19 receives an extra benefit?

20 Q. Yes, sir.

21 A. Yes.

22 Q. And are you aware, sir, that the Adidas
23 bribery payment was made to Brian's family member after
24 Brian entered into a four-year contract with the
25 Athletic Association? Are you aware of that?

1 MR. TAFT: Object.

2 A. Yes.

3 Q. And so the jury is clear on this issue, the
4 contract that Brian entered into whereby he pledged his
5 basketball labor and talents to the University of
6 Louisville, was dated June 1, 2017; is that correct?

7 MR. LINDHOLM: Object to form.

8 A. Yes.

9 Q. And the Adidas bribe payment that was received
10 by his family member happened after June 1, 2017, isn't
11 that correct, sir?

12 MR. TAFT: Object to form.

13 A. Yes.

14 Q. Now, they showed you a document earlier that
15 is Exhibit number 4. Where is that document?

16 A. Could I just go back and clarify something
17 related to extra benefits?

18 Q. Yeah.

19 A. So when we're talking about an "extra
20 benefit," that involves a -- would have to involve an
21 arrangement by an institutional employee or a
22 representative of the institution's athletic interest.

23 Q. Are you trying -- well, I'll just ask you,
24 sir: Is it your sworn testimony today that the receipt
25 of the Adidas bribery payment did not render Brian

1 ineligible per the plain reading of bylaw 16.01.1?

2 MR. LINDHOLM: Object to form.

3 MR. TAFT: Object to the form.

4 A. I would say based on the institution's
5 position is that there was no involvement or special
6 arrangement by an institutional employee or a
7 representative of the institution's athletic interest.

8 (EXHIBIT 7 MARKED FOR IDENTIFICATION)

9 Q. All right. So let me show you a document that
10 is now marked as Exhibit 7. Do you see that?

11 A. Yes.

12 Q. And you shared with the jury earlier, I
13 believe, sir, that the university does not have
14 authority to come up with its own regulations or the
15 administration of the regulations.

16 That's correct, isn't it, sir?

17 MR. LINDHOLM: Object to form.

18 MR. MORGAN: I'm going to object to the form,
19 too. I think it's a slightly different question.

20 A. We administer rules. We don't create rules.

21 B.

22 BY MR. MCLEOD:

23 Q. That's right. And the document that is marked
24 as Exhibit 7, you've certainly seen this document
25 before, have you not?

1 A. Yes, I have.

2 Q. Could you share with the ladies and gentlemen
3 of the jury the date of this document? If you look at
4 page 2, you'll see the date.

5 A. May 4, 2020.

6 Q. And, sir, would you agree with me that when
7 the university received the notice of allegations from
8 the governing body, the NCAA, it was well downstream of
9 the bribe payment that was paid to Brian's family
10 member?

11 MR. LINDHOLM: Object to form.

12 A. Yes.

13 Q. Would you agree with me, sir, that when the
14 University of Louisville received the notice from the
15 NCAA, it was after your sworn testimony in a criminal
16 case that resulted in the conviction of Defendants
17 Gatto, Defendants Dawkins, Defendants Code? Would you
18 agree with that, sir?

19 A. Yes.

20 Q. And you would agree with me, sir, that during
21 the sworn testimony in the criminal case, testimony came
22 out relating to things that happened during Brian's AAU
23 days. Are you aware of, sir?

24 A. Yes.

25 Q. All right. Would you agree with me, sir, that

1 what is marked as Exhibit Number 7 does not contain any
2 reference to anything that happened while Brian was a
3 teenager. Would you agree with that?

4 MR. LINDHOLM: Object to form.

5 A. I haven't read the entire notice right now,
6 but I do not recall any reference to his pre-enrollment.

7 Q. Okay. And, in particular, isn't it true, sir,
8 that as far as the governing body is concerned, the
9 reason why Brian's eligibility was destroyed is the
10 receipt of the Adidas bribe payment that was a "extra
11 benefit," isn't that correct, sir?

12 MR. LINDHOLM: Object to form.

13 MR. TAFT: Object to form.

14 A. I don't know that the reason -- we never
15 determined -- we never went through a reinstatement
16 process or declared him ineligible, so I'm not familiar
17 with his loss of -- the reason for his loss of the
18 eligibility and determination.

19 Q. All right. Well, let me ask you this, sir:
20 You've seen this document before?

21 A. Yes.

22 Q. And the format of this document is consistent
23 with other NCAA documents that contain notice of
24 allegations; is that correct?

25 A. Correct.

1 Q. Is there anything in Exhibit number 7 that is
2 inaccurate to your knowledge, based upon the notice of
3 allegations that were received by the university in May
4 of 2020?

5 MR. LINDHOLM: Object to form.

6 MR. MORGAN: I'm sorry. Mullins, are you
7 saying Exhibit 7?

8 Exhibit 7 is the notice of allegations.

9 MR. MCLEOD: That's right.

10 BY MR. MCLEOD:

11 Q. My question, Mr. Carns, is: Mr. Carns, isn't
12 this, in fact, the notice of allegations that the NCAA
13 sent to Louisville?

14 A. Yes.

15 MR. MCLEOD: At this time, I move this into
16 evidence. Are there objections? All right.

17 BY MR. MCLEOD:

18 Q. Mr. Carns, if you would, go to the first
19 paragraph under Heading B, "Allegations," and if you
20 would --

21 MR. TAFT: Mullins -- Mullins --

22 MR. MCLEOD: Yeah.

23 MR. TAFT: Sorry. Just -- I mean, this
24 document has extensive redactions in it. I do think
25 we should meet and confer to figure out if there's a

1 more complete version that is available to the
2 extent you want to introduce, but we can address
3 that later if that's agreeable to you.

4 MR. MCLEOD: Yeah, if there's another redacted
5 version, we can find that for purposes of now. This
6 is the evidence for Mr. Carns.

7 BY MR. MCLEOD:

8 Q. If you would go to paragraph B-1 and begin
9 reading, for the benefit of the ladies and gentlemen of
10 jury, at the word "it," and if you will stop where the
11 first redacted black "is"?

12 A. Yes.

13 MR. MORGAN: Mullins, let me know if you want
14 to do this, I've got -- per our prior discussion,
15 I've got a hard stop in 90 seconds that I've got to
16 jump off here. You want to just pause?

17 MR. MCLEOD: Well, I think we can probably read
18 this in 90 seconds.

19 BY MR. MCLEOD:

20 Q. Mr. Carns, if you don't mind, please, sir,
21 reading, for the benefit ladies and gentlemen of the
22 jury, beginning with the word "it" and ending with where
23 it's blacked out after the word "to"?

24 A. "It is alleged that from May through September
25 2017, the Adidas Corporation, Adidas, a representative

1 of the institution's athletic interests through its
2 employees James Gatto, then director of global sports
3 marketing for basketball and Merl Code, then consultant,
4 made \$100,000 impermissible recruiting offer and
5 arranged for the provision of a \$25,000 extra benefit
6 to."

7 Q. All right. And finish that sentence on the
8 backside of what's redacted, please, sir.

9 A. "Of then men's basketball prospective and
10 enrolled student-athlete."

11 Q. Isn't it true, sir, based upon you being head
12 of compliance and having received this notice of
13 allegations, that the name redacted there relates to the
14 bribe payment that was made to Brian's father?

15 A. Yes.

16 Q. And isn't it true, sir, that what you read,
17 for the benefit of the ladies and gentlemen of the jury,
18 refers to the \$25,000 payment as a "extra benefit"?

19 A. That's the allegation, yes.

20 Q. Would you agree with me, sir, again that words
21 have meaning?

22 MR. LINDHOLM: Object to form.

23 MR. TAFT: Object to form.

24 A. Yes.

25 Q. And, sir, do you see in subparagraph B --

1 MR. MORGAN: Mullins, I'm going to have to stop
2 now.

3 MR. MCLEOD: Okay. So we'll pick back up at
4 this, you know, 5:30, 5:35, whatever suits.

5 MR. MORGAN: We'll be back on as soon as I can.
6 I don't know, hopefully around 5:30.

7 MR. MCLEOD: All right. 10-4.

8 VIDEOGRAPHER: We're going off the record. The
9 time is 5:04.

10 (OFF THE RECORD)

11 VIDEOGRAPHER: The time is 5:39. We're back on
12 the record.

13 MR. LINDHOLM: Mullins, it's -- Mullins, it's
14 Rob. I want to note a general objection before we
15 get started here.

16 Pursuant to the federal rules, we object to
17 your characterization of this deposition as a de
18 bene esse deposition, and to the extent that you are
19 purporting to move documents into evidence and state
20 they're admitted in trial, we generally object to
21 that. Moreover, we think that all of the objections
22 are preserved except those that are waived under
23 Federal Rule 32-D-3, and so I just wanted to put
24 that on the record before we get started.

25 MS. BARBIER: I'll also join in Rob's

1 objection, and I'll also object to the scope of the
2 questioning. I think it exceeds the notice. I'm
3 surprised the witness' lawyer is allowing him to
4 continue to answer them. They're way outside the
5 notice. You are asking him questions things only a
6 representative of the NCAA could answer, only the
7 representative of other entities could answer, and I
8 think it's completely improper and a waste of time.

9 MR. MCLEOD: Are there any more objections?

10 MR. TAFT: I mean, I will -- I'm going to join
11 the objection put on the record by Mr. Lindholm.

12 MR. MORGAN: And I'll just state again, for the
13 record, I think we're outside the topic notice, too,
14 and if other defendants -- I'm not a party to the
15 case, but if other defendants agree, then, you know,
16 I think it would be incumbent upon you guys to take
17 a position that could be taken back to your judge
18 under the circumstances. I don't know that there's
19 a mechanism for me to instruct the witness not to
20 answer because it's outside the scope, but I agree,
21 it's -- you know, there's only so much of a
22 deposition that we can do on an unnoticed deposition
23 with these topics, and, you know, on personal
24 knowledge, I guess, I can let Mr. Carns answer a few
25 more of these questions, but, you know, we're way

1 past the hour of asking questions that are outside
2 that topic, so if any of the defendant counsel can
3 adjourn the deposition, we're not going to oppose
4 that.

5 MR. MCLEOD: Are there any more objections?

6 All right. First, with regard to the admission
7 of documents into evidence, I guess we can generally
8 disagree on the purpose of the de bene esse
9 deposition. I think it is your-all's burden and
10 responsibility to state your objections at the time
11 the document is admitted, but I guess we can agree
12 to disagree on that.

13 Ms. Barbier, could you please, for the record,
14 identify which subject matters you believe are
15 outside the scope of the de bene esse deposition
16 notice and refer to the notice itself please, ma'am?
17 I just want to make sure the record's clear on that
18 objection.

19 MS. BARBIER: I'm not referring -- what I'm
20 referring to are your questions that are related to
21 topics that would be relevant to a representative of
22 the Department of Justice, a representative of the
23 NCAA, a representative of other entities.

24 You're not asking him questions that he would
25 have personal knowledge of or that he would have

1 even knowledge of it if he had been prepared as a
2 30(b)(6) witness for those topics, so that's my
3 general objection.

4 MR. MCLEOD: I understand. Ms. Barbier, do you
5 not recognize that a vast majority of the questions
6 I have asked relate specifically to the first bullet
7 point in the deposition notice dated April 9, 2021,
8 and, in more particularly, the University of
9 Louisville's response to the NCAA's notice of
10 allegations and the NCAA's response the same? Do
11 you disagree with that?

12 MS. BARBIER: I disagree. So you can just move
13 on and keep taking it, but that's my general
14 objection.

15 MR. MCLEOD: Well, I also just want to make
16 sure that the record is clear for everybody. In
17 addition, the de bene esse notice indicated in the
18 first paragraph of page 2, we requested that
19 Louisville designate an officer who has -- had full
20 knowledge of the matters contained within the
21 deposition notice that you-all sent, and I can
22 assure you that there are no questions that I've
23 asked that go outside the bounds of the questions
24 that you-all have already asked him in close to six
25 hours of examination, so already we can get moving.

1 MR. MORGAN: Well, I'll go ahead and also state
2 on the record that since there was contention made
3 about this witness and the University of Louisville,
4 I'll say your notice was late, which I objected to.
5 Your subpoena was inadequate, which I objected to,
6 and your topics were overly broad and vague, which I
7 objected to in advance and invited you-all to do
8 exactly what the federal rules must do, which is
9 meet and confer and try to narrow this deposition,
10 and I told you in my letter that I don't think you
11 guys complied with the rules -- the federal rules on
12 those particular topics. I invited everyone to
13 call. You never called me to narrow topics, and I
14 invited you to meet and confer, and you never met
15 and conferred. You know, that's a new rule. It's a
16 new part of the rule, so I'll give you the benefit
17 of the doubt on that, but, I mean, for this witness
18 to try to testify about these topics or for any
19 witness try to testify about the nature and the way
20 in which you drafted these topics, is impossible.
21 So, I mean, if you would have said, "Hey, Grahmn,
22 let's talk about this. I want to talk to you a
23 little bit about these NCAA bylaws," that would be
24 one thing, but you never did, and that's why I'm
25 going to keep objecting. I'm going to lodge this

1 objection, and I'm going to object continuously to
2 the rest of these types of questions.

3 MR. MCLEOD: Mr. Morgan, would you mind marking
4 that as a exhibit to the deposition, your letter to
5 my firm dated April 13, 2021.

6 MR. MORGAN: If you want to mark it, you can.

7 MR. MCLEOD: We'll mark this as Exhibit number
8 8.

9 And I'll just ask you, just so the record is
10 clear at this point, do you have any objections
11 other than what is stated in your letter,
12 April 13, 2021, where you inform my office that you-
13 all were going to produce Mr. Carns today pursuant
14 to the subpoena that we issued?

15 (EXHIBIT 8 MARKED FOR IDENTIFICATION)

16 MR. MORGAN: Other than what's in the letter?

17 MR. MCLEOD: Yes, sir.

18 MR. MORGAN: And what I've said -- and what
19 I've said on the record?

20 MR. MCLEOD: Yes, sir.

21 MR. MORGAN: I'm not -- I'm not waiving the
22 right to make further objections, if that's what you
23 are asking. I'm not exactly sure what you're asking
24 me.

25 MR. MCLEOD: I'm asking you, as you sit in your

1 chair now, do you have any other objections not
2 contained in your letter to my office for those that
3 you just stated on the record? I just want to make
4 sure that I understand all of the objections that
5 you have, that's all.

6 MR. MORGAN: Sure. We object to the procedure,
7 the process, the lack of the meet and confer, the
8 failure to comply with the rule, and then I reserve
9 any other objections that might come up during the
10 deposition on questions that you ask.

11 I cannot obviously -- I cannot obviously
12 predict everything that you are going to ask, but I
13 certainly reserve the right to object on those
14 grounds, as well.

15 MR. MCLEOD: Sure. I understand. All right.
16 Is everybody ready?

17 MR. MCLEOD: Madam Court Reporter and
18 videographer, are we ready.

19 COURT REPORTER: Yes.

20 BY MR. MCLEOD:

21 Q. Mr. Carns, let me ask you, sir, in the notice
22 of allegations that the University of Louisville
23 received from its governing body, the NCAA, would you
24 agree with me, sir, that the notice of allegations
25 referenced in paragraph B-1 relate to an extra benefit

1 paid to the family member of elite prospect, Brian
2 Bowen?

3 A. Yes.

4 Q. And there is a reference in this notice of
5 allegations, again, that's dated May 4, 2020, to an
6 extra benefit paid to Brian Bowen's family member in the
7 amount of \$1,300. Do you see that?

8 A. Yes.

9 Q. And that extra benefit was paid, according to
10 this notice of allegations, by men's assistant
11 basketball coach, Kenny Johnson; is that right?

12 MR. MORGAN: Objection to form.

13 A. Yes. That was the allegation.

14 Q. Yes, sir. And isn't it true, sir, that that
15 \$1,300 payment to Brian's family member happened after
16 the Adidas bribe payment was made to Brian's family
17 member?

18 MR. TAFT: Objection to form.

19 MR. MORGAN: Object to form.

20 Q. Isn't that true, sir?

21 A. The institution's position is that it didn't
22 happen.

23 Q. I'm sorry?

24 A. The institution's position in the response was
25 that it did not occur. The allegation states it.

1 Q. Okay. So is it -- which did not occur, the
2 \$1,300 cash payment or the \$25,000 extra benefit?

3 A. I was referring to the \$1,300 cash payment
4 alleged.

5 Q. Okay. Yes, sir. And it's -- so let's do it
6 this way:

7 The \$1,300 cash payment that is alleged, if
8 you will turn to page 2 of the notice of allegations.

9 A. Okay.

10 Q. And does it indicate in paragraph D the date
11 that the NCAA, the governing body, indicates that \$1,300
12 cash payment was made?

13 A. They allege on or about August 23, 2017.

14 Q. Okay. And based upon you having been head of
15 compliance at University of Louisville during this
16 timeframe, would you agree with me, sir, that
17 August 23, 2017, was after the Adidas bribe payment was
18 made to Brian's father?

19 MR. LINDHOLM: Object to form.

20 MR. TAFT: Object to form.

21 MR. MORGAN: Object to form. What was the day
22 that -- what was the date you allege that the
23 Adidas, as you call it, "bribe payment" was made?

24 MR. MCLEOD: Well, let's -- guys -- all right.
25 Let's go back to the first page, Mr. Gatto [sic].

1 I'll just have you read it, and we'll move on.

2 BY MR. MCLEOD:

3 Q. In paragraph B-1-A could you read, for the
4 benefit of the ladies and gentlemen of the jury,
5 beginning with the word "between" and ending with the
6 word "athlete"?

7 MS. BARBIER: I object for the record. His
8 name is not Mr. Gatto.

9 Q. You can answer.

10 A. "Between May 18 and June 1, 2017, Code and
11 Gatto impermissibly offered through Christian Dawkins,
12 an associate of and his family, \$100,000 cash to -- in
13 exchange for to enroll at the institution as a men's
14 basketball student-athlete."

15 Q. All right. And, Mr. Carns, would you agree
16 with me that the dates of May 18, 2017, and
17 June 1, 2017, predate the date of August 23, 2017, on
18 the calendar?

19 A. Yes.

20 Q. All right. If you would please, for the
21 benefit of the ladies and gentlemen of the jury, read
22 paragraph B beginning with the word "between"?

23 A. "Between July 7 and August 1, 2017, Code and
24 Gatto arranged for the provision of an extra benefit in
25 the form of a \$25,000 cash payment to following

1 enrollment at the institution."

2 Q. All right. Sir, would you agree with me that
3 the date of August 1, 2017, predates the date of
4 August 23, 2017, on the calendar?

5 A. Yes.

6 Q. All right. And with regard to what you just
7 read, for the benefit of the ladies and gentlemen of the
8 jury, Brian was, in fact, enrolled at the time the bribe
9 payment was received by his family member, was he not?

10 MR. LINDHOLM: Object to form.

11 MR. TAFT: Object to form.

12 Q. You can answer.

13 A. He was enrolled -- yes, he was enrolled during
14 that summer. That would have been during that period.

15 Q. And the four-year contract that was entered
16 into between Louisville and Brian was dated
17 June 1, 2017; is that correct?

18 A. Correct.

19 Q. And the bribe payment referenced in this
20 exhibit at B-1-B has a date of between July 7 and
21 August 1; is that correct?

22 MR. LINDHOLM: Object to form.

23 MR. MORGAN: Objection to form.

24 A. Yes.

25 Q. And you would agree with me that July comes

1 after June on the calendar?

2 A. Yes.

3 Q. All right. Now, isn't it true, sir, that as
4 far as the permissible contacts that are allowed for
5 prospective players, those provisions are in place for
6 the institution primarily; isn't that correct?

7 MR. LINDHOLM: Object to form.

8 MR. MORGAN: Same objection.

9 A. I think they're in place for both.

10 Q. Well, let me ask you this: Based on the
11 bylaws, does the NCAA rely upon teenagers to know what
12 the permissible periods of contact are and to enforce
13 that scheme?

14 MS. BARBIER: Objection.

15 MR. LINDHOLM: Objection to form.

16 A. No.

17 Q. Under the NCAA bylaws, isn't it true, sir,
18 that it is up the member institutions to be
19 knowledgeable about when the teenager can be contacted
20 and enforcing those parts of the bylaws, isn't that
21 correct, sir?

22 MR. LINDHOLM: Objection to form.

23 MS. BARBIER: Objection.

24 A. Yes.

25 Q. And, Mr. Carns, with regard to the -- on the

1 third page of the notice of allegations, the mention of
2 a contact in Las Vegas between July 19 and
3 July 25, 2016. Do you see that?

4 A. Yes.

5 Q. What is referenced there under the NCAA bylaws
6 would be considered an institutional violation, would it
7 not, sir?

8 MR. LINDHOLM: Object to form.

9 MS. BARBIER: Objection.

10 MR. MORGAN: Same objection.

11 A. Yes.

12 BY MR. MCLEOD:

13 Q. And isn't it true, sir, that under the NCAA
14 bylaws, that institutional violation shall not have any
15 effect on a student athlete's eligibility?

16 MS. BARBIER: Objection.

17 MR. LINDHOLM: Objection to form.

18 A. Correct.

19 Q. And we know that because the NCAA bylaws
20 specifically state that that impermissible conduct is
21 classified as a di minimus and restitution of
22 violations; isn't that correct?

23 MS. BARBIER: Objection.

24 MR. LINDHOLM: Objection to form.

25 A. Yes.

1 Q. Now, let me show you NCAA bylaw 13.01. Is it
2 on your screen, sir?

3 MR. MORGAN: Is it Exhibit 4, Mullins?

4 MR. MCLEOD: Yes.

5 A. Which -- Exhibit 4?

6 BY MR. MCLEOD:

7 Q. It's Exhibit 4, and it should be on your
8 screen now.

9 A. 13.01?

10 Q. Yes, sir. 13.01.1.

11 A. Okay.

12 Q. All right. Isn't it true, sir, that if a
13 representative of a member institution's athletic
14 interest is involved in impermissible recruiting, that
15 that fact alone shall render the student ineligible for
16 participation at that school?

17 MR. LINDHOLM: Object to form.

18 MR. TAFT: Object to form.

19 MS. BARBIER: Objection.

20 MR. MORGAN: Object to continuously asking this
21 witness for opinion testimony.

22 BY MR. MCLEOD:

23 Q. Okay. I'll ask you another way, Mr. Carns.

24 Could you read, for the benefit of the ladies and
25 gentlemen of the jury, NCAA bylaw 13.01.1 beginning with

1 the word "the"?

2 A. "The recruitment of a student-athlete by a
3 member institution or any representative of its
4 athletics interest in violation of the association's
5 legislation is acknowledged by the institution or
6 established in the association's infractions process
7 shall result in the student-athlete becoming ineligible
8 to represent that institution in intercollegiate
9 athletics.

10 Committee on student-athlete reinstatement may
11 restore the eligibility of the student-athlete involved
12 in such a violation only when circumstances clearly
13 warrant restoration."

14 Q. All right. Mr. Carns, that's -- that's
15 enough, unless you want to continue reading. I'm just
16 trying for benefit of time.

17 A. That's fine.

18 Q. Okay. So, Mr. Carns, isn't it true, sir, that
19 pursuant to these NCAA bylaws, if a representative of
20 the university's athletic interest or a member of the
21 university staff recruits in an impermissible manner,
22 that shall result in the student-athlete becoming
23 ineligible to represent that institution; isn't that
24 correct?

25 MR. LINDHOLM: Object to form.

1 MR. TAFT: Object to form.

2 MS. BARBIER: Objection.

3 MR. MORGAN: The bylaw says what it says.

4 Asking this witness an opinion is improper.

5 BY MR. MCLEOD:

6 Q. Okay. Mr. Carns, do you agree with me that
7 the language that you read for the benefit of the ladies
8 and gentlemen of the jury was, in fact, the language
9 that was in place in that controlled -- in 2016 and
10 2017?

11 MS. BARBIER: Objection.

12 A. Yes.

13 Q. Okay. And I asked if you would agree with me
14 earlier that words have meaning, and I think you shared
15 with me that they do; is that right?

16 MR. LINDHOLM: Object to form.

17 MR. TAFT: Object.

18 BY MR. MCLEOD:

19 Q. Sir?

20 A. Yes.

21 Q. And in 13.01.1, isn't it true, sir, that the
22 word "shall" is contained within the language that you
23 read for the benefit of the ladies and gentlemen of the
24 jury?

25 MS. BARBIER: Objection.

1 MR. TAFT: Objection.

2 MR. MORGAN: Objection. The bylaw says what it
3 says. Asking these witness these questions is
4 improper.

5 BY MR. MCLEOD:

6 Q. You can answer, sir.

7 A. The word "shall" is in that bylaw.

8 Q. All right. Now, in addition, doesn't this
9 bylaw clearly state that the student-athlete is
10 ineligible at the institution that engaged in the
11 impermissible recruiting violation, isn't that correct,
12 sir?

13 MS. BARBIER: Objection.

14 MR. LINDHOLM: Objection to form.

15 A. That would include all recruiting violations.

16 Q. Well, let me ask you, sir, in 13.01.1, would
17 you agree with me that it states, "Shall result in the
18 student athlete becoming ineligible to represent that
19 institution and intercollegiate athletics." Would you
20 agree with me that's what the bylaw states?

21 MR. MORGAN: Objection to form. You did not
22 read the entire bylaw.

23 Q. You can answer, sir.

24 A. That's a section of that bylaw, yes.

25 Q. I'll tell you what, read it again, for the

1 benefit of the ladies and gentlemen of the jury, just so
2 we have a clear record, beginning with the word "the"
3 and end with the word "restoration," please?

4 MR. LINDHOLM: Object to form.

5 MR. MORGAN: Okay. Yeah, object to form. You
6 know, if you want him to read the entire thing in
7 the record, I'm not sure why you want him to,
8 Mullins, but let's just have him read the whole
9 thing and we can agree if he read it correctly or
10 not.

11 MR. MCLEOD: Well, it would be a lot quicker if
12 we would admit under oath that it says what it says,
13 but because he won't, I'm having to do the hard way.

14 MR. MORGAN: I'm going to object to you making
15 the comments about the witness --

16 MR. MCLEOD: We keep --

17 MR. MORGAN: -- he is being truthful. Your
18 questions are not appropriate, and you are asking
19 him to say things that are not in the bylaw or to
20 ask him to say that the bylaw says only part of what
21 it says.

22 MR. MCLEOD: All right. Mr. --

23 MR. MORGAN: I'm not sure why -- I don't know
24 why, I just would like the record to be clear and
25 clean. Again, we're not in this case, so I don't

1 know why you are doing it this way, but if you want
2 him to read the bylaw, he can. I think he should
3 read the whole thing, so we don't go back over and
4 over and over again.

5 THE WITNESS: Okay. I'll do exactly that.

6 BY MR. MCLEOD:

7 Q. Okay. Mr. Carns, read, for the benefit of
8 ladies and gentlemen of the jury, the first full
9 paragraph under bylaw 13.01.1.

10 MR. LINDHOLM: Object to form.

11 A. "The recruitment of a student-athlete by a
12 member institution or any representative of its athletic
13 interest in violation of the association's legislation
14 is acknowledged by the institution or established
15 through the association's infractions process shall
16 result in the student-athlete becoming ineligible to
17 represent that institution and intercollegiate athletes.
18 The committee of student-athlete reinstatement may
19 restore the eligibility of a student athlete of a
20 student involved in such violation only when
21 circumstances clearly warrant restoration. The student
22 is responsible for his or her involvement in the
23 violation of the NCAA regulations during the student's
24 recruitment, and involvement in a Level 1 or Level 2
25 violation, see bylaw 19.1.1 and 19.1.2, may cause the

1 student to become permanently ineligible for
2 intercollegiate athletic competition at that
3 institution."

4 Q. Now, Mr. Carns, would you agree with me that
5 the way that this bylaw operates is that if an
6 institution or athletic representative engages in the
7 impermissible recruiting, that that particular recruit
8 is ineligible to participate at that particular school?
9 Would you agree with me that?

10 MS. BARBIER: Objection.

11 MR. MORGAN: Object to form.

12 MR. LINDHOLM: Object to form.

13 MR. MORGAN: Objection to asking this witness
14 to give an opinion about how the NCAA --

15 MR. MCLEOD: He's the head of -- he's head of
16 compliance. Okay? It's in the 30(b)(6) notice.
17 I'm trying to be deferential as I can, but we need
18 to keep moving because of time.

19 BY MR. MCLEOD:

20 Q. Mr. Carns, isn't it true, sir, that under the
21 NCAA bylaws the way bylaw 13.01.1 is administered, based
22 upon your having worked in this area over 20 years, is
23 that if an institution engages the impermissible
24 recruiting, then that recruit is ineligible to
25 participate at that institution?

1 MR. LINDHOLM: Object to form.

2 MS. BARBIER: Objection.

3 MR. MORGAN: Object to form and opinion
4 testimony.

5 BY MR. MCLEOD:

6 Q. You can answer, sir.

7 A. For violations -- for violations within the
8 bylaw that affect eligibility, yes. There are bylaws in
9 the -- within 13 that do not affect eligibility.

10 Q. Okay. And, Mr. Carns, is one of the reasons,
11 from an enforcement standpoint, bylaw 13.01.1 is in
12 place is to prevent member institutions from benefiting
13 from illegal recruiting -- or improper recruiting?

14 MR. LINDHOLM: Object to form.

15 MS. BARBIER: Objection.

16 MR. MORGAN: Objection to form.

17 BY MR. MCLEOD:

18 Q. You can answer, sir.

19 A. Yes.

20 Q. Because without this bylaw, isn't it true,
21 sir, that if you -- if a university or member
22 institution secured the rights to an elite prospects
23 talent and basketball services, that they would be able
24 to benefit from that with no repercussions, isn't that
25 correct, sir?

1 MR. LINDHOLM: Object to form.

2 MS. BARBIER: Objection.

3 MR. MORGAN: Objection to form. Form and
4 opinion.

5 BY MR. MCLEOD:

6 Q. You can answer, sir.

7 MR. MORGAN: If you know.

8 A. In some circumstances, yes.

9 Q. Okay. Now, Mr. Carns, in Brian's case, did
10 the University of Louisville ever seek to have his
11 eligibility reinstated after the bribe payment was
12 delivered to his father?

13 MR. LINDHOLM: Object to form.

14 MS. BARBIER: Objection.

15 MR. MORGAN: I want to object to the form,
16 Mullins, only because you're asking this witness
17 about circumstances that I think even you say were
18 not established until after the SDNY trial and Brian
19 Bowen was no longer a student-athlete at the
20 University of Louisville.

21 BY MR. MCLEOD:

22 Q. Mr. Carns, at any time while Brian was
23 enrolled at Louisville, did the university or its
24 athletic department ever seek reinstatement or
25 restoration of his eligibility?

1 A. Because we did not declare him ineligible, we
2 did not seek reinstatement, no.

3 Q. So the answer to my question is: The
4 university or the Athletic Association never made any
5 efforts to have Brian's eligibility restored with the
6 governing body known as the NCAA; is that correct?

7 MR. LINDHOLM: Objection.

8 MR. TAFT: Objection. Misstates his testimony.

9 Q. You can answer, sir.

10 A. We did not seek reinstatement, because we did
11 not declare this student-athlete ineligible, which is
12 needed before we can request reinstatement.

13 Q. Mr. Carns, isn't it true, sir, that if Brian
14 had been reinstated, he would not have been able to play
15 at the University of Louisville?

16 MS. BARBIER: Objection.

17 MR. LINDHOLM: Object to form.

18 MR. MORGAN: Objection to form. Objection
19 asking this witness hypotheticals or opinion
20 testimony.

21 BY MR. MCLEOD:

22 Q. You can answer, sir.

23 A. I don't know.

24 Q. Isn't it true, sir, that a reasonable
25 inference to be drawn from the fact that Louisville did

1 not undertake any steps to restore Brian's eligibility
2 is because the school and the Athletic Association would
3 not benefit from his basketball labor or talents if his
4 eligibility was, in fact, restored?

5 MS. BARBIER: Objection.

6 MR. LINDHOLM: Objection to form.

7 MR. MORGAN: Objection to form. Objection to
8 the nature of the question -- the argumentative
9 nature of the question.

10 A. No.

11 Q. And share with me why I'm incorrect, sir?

12 A. That wasn't contemplated in any of our
13 decision making at that time.

14 Q. My question is based upon the language in this
15 rule, isn't it true, sir, that had Louisville sought
16 reinstatement, they would not have been able to benefit
17 from Brian's basketball labor and talent?

18 MR. LINDHOLM: Object to form.

19 MS. BARBIER: Objection.

20 MR. MORGAN: Can you restate that question,
21 Mullins?

22 I'm sorry.

23 BY MR. MCLEOD:

24 Q. Mr. Carns, having read by law 13.01.1, my
25 question to you is very simple: Isn't it true that had

1 Louisville undertaken steps to restore Brian's
2 eligibility, he would not have been able to play at the
3 University of Louisville pursuant -- pursuant to this
4 bylaw?

5 MS. BARBIER: Objection.

6 MR. LINDHOLM: Object to form.

7 MR. MORGAN: Objection. I'm going to object
8 and say it misstates prior testimony. It is -- if
9 you are assuming that the University of Louisville
10 would have sought reinstatement based on the fact
11 that they declared him ineligible, which you already
12 said they had not done multiple, Mullins, and then
13 you are hypothetical on top of --

14 MR. MCLEOD: Let me -- let me just tell you-all
15 this.

16 I've tried to be as patient as I can. There
17 can be no more speaking objections, number one, and,
18 number two, you-all asked me, and I agreed that an
19 objection of one is an objection for all, so there's
20 no need for everybody to object at the same time.
21 Your record is preserved as to the form of the
22 question.

23 I'm going to ask this question one last time.

24 MR. MORGAN: Before you do that, Mullins, can I
25 just clarify? You said when we started this

1 deposition that you wanted all objections on the
2 record. That was what you started with I thought.

3 MR. MCLEOD: And we agreed except as to the
4 form of the question, and so there's no need for
5 everybody to state your objections as to the form.
6 If you still want to do it, then that is perfectly
7 fine. I'm just letting you know that you are not
8 required to. I'm going to ask this question for one
9 last time.

10 BY MR. MCLEOD:

11 Q. Mr. Carns, isn't it true that pursuant to
12 bylaw 13.01.1 that had Brian's eligibility been
13 restored, he would not have been able to play at the
14 University of Louisville?

15 MR. LINDHOLM: Object to form.

16 MR. TAFT: Object to form.

17 MR. MORGAN: Same objection.

18 BY MR. MCLEOD:

19 Q. You can answer, sir.

20 A. The NCAA reinstatement staff would make that
21 decision, so I do not know the answer to that question.

22 Q. Okay. If Brian's eligibility was restored and
23 he was unable to play at Louisville per the NCAA bylaws,
24 would you agree with me that Louisville would not be
25 able to benefit from his basketball services and talent?

1 MR. LINDHOLM: Object to form.

2 MR. MORGAN: Object to form.

3 MS. BARBIER: Objection.

4 BY MR. MCLEOD:

5 Q. You can answer, sir.

6 A. Could you repeat that again, please?

7 Q. If Brian's eligibility to play college
8 basketball was restored, would you agree with me, sir,
9 that he would not have been able to play basketball at
10 Louisville?

11 MR. LINDHOLM: Object to form.

12 MR. MORGAN: Object.

13 A. I -- I don't know the answer to that question.

14 Q. Okay. Would you agree with me, sir, that if
15 Brian played basketball and prepared for the NBA at an
16 institution other than Louisville, then Louisville would
17 not be able to benefit from his basketball labor and
18 talent?

19 MS. BARBIER: Objections.

20 MR. LINDHOLM: Object to form.

21 MR. MORGAN: Objection to form.

22 A. Yes.

23 BY MR. MCLEOD:

24 Q. Now, you testified in the criminal case, did
25 you not, sir?

1 A. Yes.

2 Q. And we've got your testimony, and going
3 through it, you appear to be rather forthcoming with
4 regards to the Government's questions, and let me first
5 ask you: Was the purpose of your testimony at the
6 criminal trial that resulted in convictions of
7 Defendants Gatto, Code, and Dawkins in part to seek
8 restitution for injuries that the University of
9 Louisville claimed?

10 MR. LINDHOLM: Object to form.

11 MR. MORGAN: I'm going to object to the form.

12 And, Mullins, I don't know if it's customary to
13 take shots at witnesses as part of your questions or
14 not, but I think that's improper. I'm just going to
15 note that, and, you know, there's only a certain
16 level of harassment and insinuation that I think Mr.
17 Carns should have to put up with.

18 BY MR. MCLEOD:

19 Q. Mr. Carns, why did you go to New York and
20 testify in the criminal case?

21 A. I was asked to testify by the attorneys, and I
22 agreed to.

23 Q. And what was the subject matter of the
24 testimony that you offered to the jury in that case?

25 A. The subject matter was the whole -- the

1 recruitment of Brian Bowen.

2 Q. And did your testimony include, sir, sworn
3 testimony that the payment that was made to his father
4 rendered him ineligible?

5 MR. LINDHOLM: Object to form.

6 A. I don't recall the specific testimony.

7 Q. Okay. Well, I'll turn you to page 357. I
8 think it's on your first day of sworn testimony.

9 MR. MORGAN: Mullins, are you -- are you
10 loading something?

11 MR. MCLEOD: Yeah. We're trying to load his
12 testimony. That way we're reading from the same
13 sheet of music, and that way --

14 MR. MORGAN: Okay. I was making sure I wasn't
15 missing anything.

16 (EXHIBIT 9 MARKED FOR IDENTIFICATION)

17 BY MR. MCLEOD:

18 Q. All right. Mr. Carns, do you have on your
19 screen --

20 A. Yes.

21 Q. All right. And this is a transcription of
22 testimony in the matter of the United States of America
23 versus James Gatto, AKA Jim, Merl Code, and Christian
24 Dawkins. Do you see that?

25 A. Yes.

1 Q. And is that the criminal trial that you gave
2 sworn testimony to as it relates to Brian Bowen's
3 ineligibility at the University of Louisville?

4 MR. MORGAN: Objection to form.

5 A. Yes.

6 Q. All right. If you would please, sir, come
7 down to page 357.

8 A. Okay.

9 Q. All right.

10 MR. LINDHOLM: Mullins, for the record, is this
11 the full transcript of the trial?

12 MR. MCLEOD: Yes. This is the full transcript
13 of Day 1. He testified over the course of two days.

14 MR. LINDHOLM: Okay. Thank you.

15 BY MR. MCLEOD:

16 Q. So, Mr. Carns, do you see at the top of page
17 357, line 2?

18 A. Yes.

19 Q. All right. And was that question asked of you
20 by the Department of Justice in the prosecution of
21 Defendant Gatto, Defendant Code, and Defendant Dawkins?

22 A. Yes.

23 Q. And was that question asked of you by the
24 Department of Justice as it relates to the ineligibility
25 of my client, Brian Bowen?

1 MR. LINDHOLM: Object to form.

2 A. I don't believe so. I believe it was a
3 general question regarding --

4 Q. Mr. Carns, were you there to testify about
5 general matters, or were you there to testify about the
6 university's injury as it relates to Brian Bowen losing
7 his eligibility?

8 MS. BARBIER: Objection.

9 MR. LINDHOLM: Object to form.

10 MR. MORGAN: Object to form. Mr. Carns was
11 trying to explain in the question you were
12 identifying was in relation to a broader topic that
13 the questioning attorney was asking.

14 BY MR. MCLEOD:

15 Q. Mr. Carns, would you read, for the ladies and
16 gentlemen of the jury, the question that the Department
17 of Justice has asked you beginning on line 2?

18 MR. MORGAN: So I'm just going to object to the
19 form of the question and suggest that the page
20 before that should also be read out of fairness for
21 completion.

22 BY MR. MCLEOD:

23 Q. Would you please read that, sir?

24 A. "So if a family member receives an improper
25 benefit without the student athlete's knowledge, does

1 that affect the student-athlete's eligibility?"

2 Q. And what was your answer, sir?

3 A. "Yes."

4 Q. And is that still truthful testimony as it
5 relates to impermissible extra benefits in the
6 eligibility consequences for student-athletes?

7 MR. LINDHOLM: Object to form.

8 Q. Mr. Carns?

9 A. Yes. If you have the -- if you have knowledge
10 and facts related to that, yes.

11 Q. Okay. So the question that begins on line 2
12 and your answer on line 5 is an accurate transcription
13 of your sworn testimony at the criminal proceeding; is
14 that correct?

15 MR. MORGAN: I'm going to object to form.

16 A. Yes.

17 Q. Okay. Now, let's go down to page 368 please,
18 sir, and let me first ask you: Isn't it true, sir, that
19 in elite programs like Louisville, they don't offer
20 athletic scholarships to prospects who are ineligible
21 for competition?

22 MR. LINDHOLM: Object to form.

23 MS. BARBIER: Objection.

24 Q. You can answer, Mr. Carns.

25 A. It would depend on the reason for the

1 ineligibility.

2 Q. Well, let me ask you: Does the university, to
3 your knowledge, issue scholarships to student-athletes
4 who are ineligible to compete?

5 MR. LINDHOLM: Object to form.

6 A. In circumstances like a transfer that have to
7 sit out a year who's ineligible for competition for that
8 year, yes, we would offer a scholarship for that year,
9 even though they were ineligible for competition.

10 Q. All right. Would read, for the benefit of the
11 ladies and gentlemen of the jury, the question that the
12 Department of Justice asked you beginning on line 16?

13 MR. MORGAN: I'm going to say again, objection
14 to form under Rule 106, fairness and completeness.
15 He ought to be able to read into the record the
16 remainder of the transcript or portions before and
17 after.

18 MR. MCLEOD: If you know, before, Mr. Carns,
19 you answer, if it -- if it suits you-all's purposes,
20 why don't we admit into evidence all of the sworn
21 testimony? That way the rule of completeness is a
22 non-issue? Is there any objection to that.

23 MR. MORGAN: I don't think it's a non-issue. I
24 mean, maybe the defendants would have a different
25 view, but just from my perspective, if you try to

1 admit this writing or recorded statement, I'm noting
2 the 106 objection for completeness and fairness.
3 It's your deposition. You can go forward however
4 you want to, but I -- you know --

5 MR. MCLEOD: So at this time, I'll move into
6 evidence Mr. Carns' sworn testimony in the criminal
7 trial that expanded the course of two days.

8 (EXHIBIT 10 MARKED FOR IDENTIFICATION)

9 MS. BARBIER: Objection.

10 MR. LINDHOLM: Objection.

11 MR. TAFT: Objection.

12 BY MR. MCLEOD:

13 Q. Mr. Carns, will you please, sir, read, for the
14 benefit of the ladies and gentlemen of the jury, the
15 question that begins on line 16?

16 A. "Does the university, to your knowledge, issue
17 scholarships to student-athletes who are ineligible to
18 compete?"

19 Q. What was your sworn response to that question,
20 sir?

21 A. "No, they do not."

22 Q. And what did the Department of Justice ask you
23 next?

24 A. "Why not?"

25 Q. And could you share, for the benefit of the

1 ladies and gentlemen of the jury, what your answer to
2 that question was?

3 A. "Why don't they? Because if they are
4 ineligible to compete, you are using the scholarship for
5 somebody that could be eligible primarily."

6 Q. Is that an accurate transcription of your
7 testimony given during the criminal trial related to the
8 Adidas bribery scheme?

9 MR. LINDHOLM: Object to form.

10 A. Yes.

11 MS. BARBIER: Objection.

12 MR. TAFT: Objection. Mullins, you had
13 previously represented that this was the full
14 transcript of the day on which he testified, and
15 it's clearly not. I mean, we've got a cut off
16 question right here, so I'm not sure that this a --
17 obviously, this is not a complete exhibit.

18 MR. MCLEOD: It is, but we'll keep going.

19 BY MR. MCLEOD:

20 Q. Now, Mr. Carns, isn't it true, sir, that the
21 criminal trial that you testified to related to Brian
22 Bowen's ineligibility at the University of Louisville?

23 MS. BARBIER: Objection.

24 MR. LINDHOLM: Object to form.

25 MR. MORGAN: Object to form.

1 BY MR. MCLEOD:

2 Q. You can answer, sir.

3 A. That was -- yes. That was part of the
4 testimony, yes.

5 Q. And isn't it true, sir, that the University of
6 Louisville sought -- sought restitution, i.e., money in
7 that criminal proceeding as a result of Brian's
8 ineligibility at Louisville?

9 MR. LINDHOLM: Object to form.

10 MS. BARBIER: Objection.

11 MR. MORGAN: Object to form.

12 A. I believe that's correct, yes.

13 BY MR. MCLEOD:

14 Q. Okay. And in February of 2019, was Amy
15 Shoemaker deputy university counsel at the University of
16 Louisville?

17 A. Yes.

18 Q. And did Ms. Shoemaker submit on behalf of the
19 university a victim impact statement as it relates to
20 Brian's loss of his eligibility while at the University
21 of Louisville?

22 A. Yes.

23 Q. And is it your understanding, sir, that in
24 that victim impact statement, the University of
25 Louisville claimed harm as a result of Brian losing his

1 eligibility?

2 A. Yes.

3 Q. Would you agree with me, sir, that had Brian
4 not lost his eligibility, the university would not have
5 suffered any injury at all?

6 MR. LINDHOLM: Object to form.

7 MS. BARBIER: Objection.

8 MR. MORGAN: Object to form. This witness is
9 not -- this is not part of your notice about --
10 notice of deposition, period. In fact, it's, you
11 know -- I don't know.

12 Court Reporter, can we go off the record, and I
13 want to find out how much time of testimony is left
14 in the seven- hour day under the federal rules.

15 MR. LINDHOLM: And before we go off the record,
16 I'd just like to add that I object, as well, that
17 this is well beyond the scope of the topics. Any
18 injury to Louisville is not included in the topics.

19 MR. MCLEOD: Any other objections?

20 MS. BARBIER: Yeah. I join in all of the
21 objections.

22 MR. MCLEOD: Okay.

23 MR. TAFT: The description of the document is
24 hearsay, so I'll object there to the victim impact
25 statement.

1 BY MR. MCLEOD:

2 Q. All right. Mr. Carns, isn't it true, sir,
3 that had Brian's eligibility not been destroyed, the
4 university would not have suffered any injury at all?

5 MS. BARBIER: Objection.

6 MR. LINDHOLM: Objection to form. Outside the
7 scope.

8 Q. You can answer, sir.

9 MR. MORGAN: Objection. Outside the scope.
10 This witness is not qualified to testify on those
11 matters, nor is he prepared to, since it wasn't part
12 of the 30(b)(6) notice.

13 MR. MCLEOD: Guys, I'm just going to warn you
14 for the last time, all right, these speaking
15 objections are improper under local rules. It's
16 sanctionable conduct. I've never filed a motion of
17 sanctions against a lawyer, and I'm not going to do
18 it now, but I'm going to ask you for the last time,
19 please stop, so we can get through this deposition.
20 You can resolve all your objections and everybody
21 can come to Judge Anderson and we can argue until
22 the cows come home, but these speaking objections
23 are flat out improper, and everyone one of you knows
24 it.

25 BY MR. MCLEOD:

1 Q. So, Mr. Carns, my question to you is: Isn't
2 it true, sir, that had Brian's eligibility not been
3 destroyed, the university would have suffered no injury
4 at all?

5 MS. BARBIER: Objection.

6 MR. LINDHOLM: Object to form.

7 A. I don't know the answer to that.

8 Q. Tell me why you don't know the answer to that?

9 MR. LINDHOLM: Object to form.

10 A. I don't understand the eligibility. I have no
11 involvement with his eligibility being destroyed.

12 Q. Mr. Carns, are you not cognizant of the fact
13 that you testified under oath in a criminal proceeding
14 that related to restitution to the University of
15 Louisville?

16 MR. MORGAN: Objection. Argumentative.

17 MS. BARBIER: Objection.

18 Q. You can answer, sir.

19 A. Yes, I'm aware I testified.

20 Q. And, sir, isn't it true that you testified
21 about the value of the scholarship that was offered to
22 Brian Bowen, my client?

23 MR. LINDHOLM: Object to form.

24 A. Yes, I did testify to that.

25 Q. And could you share with the ladies and

1 gentlemen of the jury the value of the scholarship based
2 upon your sworn testimony in the criminal proceeding?

3 A. I don't recall. Approximately, \$41,000.

4 Q. And what was your understanding of why you
5 testified to the cost of the value of a scholarship to
6 Brian Bowen in the criminal proceeding in New York?

7 MR. TAFT: Objection to form.

8 A. Because I was asked -- I was asked
9 specifically during 2017/'18 what was the approximate
10 cost of a scholarship.

11 Q. Did you not understand, sir, that you were
12 testifying in support of the university's claim for
13 restitution in the criminal case?

14 MS. BARBIER: Objection.

15 A. At the time, I was just answering the
16 questions.

17 Q. Okay. Do you know whether the University of
18 Louisville represented to the court in New York and to
19 the NCAA that Brian was allowed to continue going to
20 class?

21 MR. MORGAN: Objection to form.

22 A. Yes, he was allowed to continue to go to
23 class.

24 MR. MORGAN: Mullins, I think we're almost at
25 seven hours. Do you have a -- do you have the time?

1 MR. MCLEOD: I'm at -- I've got 6:30.

2 MR. MORGAN: Were you tracking? Okay. You got
3 6:30, so were you tracking how much time on the
4 record versus not?

5 MR. MCLEOD: No. I haven't been tracking it.

6 Obviously, this testimony is under the de bene
7 esse notice, and I think we're about an
8 hour-and-a-half into it.

9 BY MR. MCLEOD:

10 Q. Mr. Carns, let me --

11 MR. MORGAN: You've got seven hours of
12 testimony for the day, federal rules.

13 MR. MCLEOD: Okay.

14 MR. MORGAN: I don't mind giving you a little
15 extra time, but, I mean, you're so far off the
16 topics, that it's --

17 MR. MCLEOD: Well, we're just going to have to
18 agree to disagree again, and if the speaking
19 objections stop, I think it will go a lot quicker.
20 I'll try my best to move as expeditiously as
21 possible.

22 MR. LINDHOLM: Can we get a time check from the
23 court reporter?

24 COURT REPORTER: Okay. We were on the record
25 for the 30(b)(6) deposition of John Carns for three

1 hours, 37 minutes, and we've been on the record for
2 this cross-notice deposition for two hours, 11
3 minutes.

4 MR. MORGAN: Thank you.

5 VIDEOGRAPHER: Mr. Morgan, would it be possible
6 to close the blinds behind the witness? We're
7 getting a lot of glare.

8 MR. MORGAN: Oh, yeah. Sure.

9 VIDEOGRAPHER: Thank you.

10 MS. BARBIER: I would just like to say that I
11 don't think it's fair to the witness to go beyond
12 seven hours. I don't think that the rules
13 contemplate making a witness testify longer than
14 seven hours in one day, so I would ask that after
15 the seven-hour mark, we adjourn.

16 MR. MORGAN: Yeah, I was going to say, I don't
17 disagree, and I'm hoping, Mullins, you can get
18 pretty close to being done or done here shortly, and
19 we can done, but I want to give you that
20 opportunity, of course. I don't want to impede
21 that. I did not -- I never agreed that we would go
22 on for another deposition for another seven hours.
23 I mean, I don't -- whatever you-all's procedure down
24 there in South Carolina, but the federal rules are
25 pretty clear about how much time a witness has to

1 testify, so hopefully we can get done with it.

2 MR. MCLEOD: Okay. You-all ready to keep
3 going?

4 BY MR. MCLEOD:

5 Q. Now, Mr. Carns, isn't it true, sir, that the
6 process of cutting off Brian's financial aid was already
7 in place the day after the indictments were announced by
8 the Department of Justice?

9 MR. LINDHOLM: Object to form.

10 A. No, it's not true.

11 Q. Okay. Were you involved in responding to the
12 subpoena that was issued to the University of Louisville
13 regarding this case?

14 A. Yes.

15 Q. Do you have those documents in front of you?

16 A. No.

17 Q. Do you know whether or not those documents
18 included an e-mail from you dated September 27, 2017, at
19 10:56 a.m.?

20 A. No.

21 Q. Do you believe in responding to a subpoena,
22 the university and Athletic Association has a
23 responsibility to comply in full?

24 MR. MORGAN: Let me object to the form. Asking
25 this witness legal opinions.

1 MR. MCLEOD: Did he have responsibility to
2 comply with judicial process? What is your
3 objection as to the form of that question, sir?

4 MR. MORGAN: You are asking him a legal
5 opinion.

6 MR. MCLEOD: He's a lawyer.

7 MR. MORGAN: He's not a lawyer for this
8 deposition.

9 MR. MCLEOD: You don't have to be a lawyer to
10 know that when you get a subpoena, you have
11 obligations.

12 MR. MORGAN: Mr. Mullins, you're directing
13 these questions to me, so I'll respond, so --

14 MR. MCLEOD: I'm not going to argue with you.

15 MR. MORGAN: No. No. You asked me the
16 question, so I'll respond. There was a subpoena
17 directed to the University of Louisville we objected
18 to the breadth and scope. We met and conferred and
19 narrowed that. We complied with our obligations
20 under the subpoena, but, again, I never heard from
21 you on it, so if you've got a question about it, I'm
22 happy to talk to you off the record, so you don't
23 eat up your time.

24 MR. MCLEOD: So, Mr. Morgan, can you share with
25 the court whether or not your subpoena response

1 included Exhibit 11 that is on the screen now?

2 MR. MORGAN: I don't see Exhibit 11.

3 (EXHIBIT 11 MARKED FOR IDENTIFICATION)

4 MR. MCLEOD: It should be on your screen now.

5 MR. MORGAN: Exhibit 11, Tab 13, is not, I
6 don't believe, part of the response. I think he
7 already testified about that, though.

8 MR. MCLEOD: I think we disagree on that.

9 BY MR. MCLEOD:

10 Q. All right. So do you have Exhibit 11 on your
11 screen?

12 A. Yes.

13 Q. Could you scroll down to the e-mail from Emily
14 Garr dated September 27, 2017?

15 A. Yes.

16 Q. And is that an e-mail that was sent by
17 Ms. Garr to Mr. Banker and copied to you?

18 A. Yes.

19 Q. And is this an accurate copy of the e-mail
20 that Ms. Garr sent you on this day, Wednesday,
21 September 27, 2017, at 10:54 a.m.?

22 A. Yes.

23 Q. And so the jury can put the September 27 date
24 in context, this is the morning following the
25 announcement of the indictments in the Adidas progress

1 scheme; is that correct?

2 MR. LINDHOLM: Object to form.

3 MR. TAFT: Object to form.

4 MS. BARBIER: Objection.

5 A. Yes, that's the day after.

6 BY MR. MCLEOD:

7 Q. Okay. And could you share with the ladies and
8 gentlemen of the jury the question that Ms. Garr posed
9 to you and Mr. Banker in this e-mail?

10 A. "Should I post a hold to his account -- his
11 account with financial aid bursar to prevent any future
12 disbursement?

13 Next award is scheduled for October 5."

14 Q. And could you scroll up, sir, to your response
15 at 10:56 a.m.?

16 A. Yes.

17 Q. Could you read that for the benefit of the
18 ladies and gentlemen of the jury?

19 A. "Let's keep it as it is now for now. We
20 haven't canceled it at this point."

21 Q. Okay. Now, going back to Ms. Garr's e-mail,
22 you were carbon copied on her e-mail, were you not?

23 A. Yes.

24 Q. And her e-mail was to Matthew Banker; isn't
25 that correct?

1 A. Correct.

2 Q. But upon immediate receipt of that e-mail, you
3 responded to both Ms. Garr and Mr. Banker; isn't that
4 correct?

5 A. Correct.

6 Q. And is this e-mail that you sent in response
7 to her question the e-mail that you, in fact, sent in
8 the ordinary course of your business as the director of
9 compliance at Louisville?

10 A. Yes.

11 MR. MCLEOD: I'll move to have this admitted
12 into evidence.

13 Q. Now, Mr. Carns --

14 MS. BARBIER: Objection.

15 MR. MCLEOD: What's the --

16 BY MR. MCLEOD:

17 Q. All right. Mr. Carns, isn't it true that
18 according to this e-mail, you stated, "Let's keep the
19 financial aid as it is for now." Isn't that true, sir?

20 A. Yes.

21 Q. Okay. Now, in addition, are you aware, sir,
22 that there are text messages that were exchanged between
23 one of the Athletic Association's employees for Brian's
24 official visit?

25 A. Brian wasn't on an official visit.

1 (EXHIBIT 12 MARKED FOR IDENTIFICATION)

2 BY MR. MCLEOD:

3 Q. Mr. Carns, do you have Exhibit 12 on your
4 screen?

5 A. Yes.

6 Q. Now, will you go to text message 174? Do you
7 see that one, 174 in the far left-hand corner?

8 A. Yes.

9 Q. Okay. Have you -- as the head of compliance
10 at the University of Louisville, have you seen the text
11 message that is contained in Exhibit Number 12 before
12 today?

13 A. I don't recall specifically seeing this text
14 message, no.

15 Q. Okay. Was Kenny Johnson employed by the
16 Louisville Athletic Association in May of 2017?

17 A. Yes.

18 Q. And was his salary approximately \$550,000 at
19 that time?

20 A. Yes.

21 Q. And isn't it true, sir, that the university or
22 the Athletic Association provided his cell phone?

23 A. I don't have direct knowledge of that, but
24 most likely, yes.

25 Q. Okay. And in the right-hand column,

1 Mr. Johnson has testified that these texts are accurate
2 transcriptions of the texts that he sent or received.
3 Could you read for the record, please, sir, beginning
4 with the word "the"?

5 A. "The goal is to have him back by Thursday, but
6 going to let him take the night so he thinks he came to
7 this decision by himself."

8 Q. Okay. And at any time after May 3, 2017, did
9 you share with the NCAA or anybody outside of the
10 university that the university's records indicate that
11 Brian was being manipulated on May 30, 2017, to believe
12 that his choice was Louisville was "his own decision"?

13 MR. LINDHOLM: Object to form.

14 MR. MORGAN: Object to form.

15 Q. Did you share that with anybody, sir?

16 A. I don't recall.

17 Q. Okay. Now, do you see text message -- bear
18 with us.

19 Sorry, sir. I'll keep going while we find
20 this particular exhibit, but to keep us moving along,
21 isn't it true, sir, that under the NCAA bylaws, as head
22 of compliance, you have access to employees' cell phones
23 and that they are required to cooperate if any NCAA
24 violations are suspected?

25 A. Correct.

1 Q. And, in particular, sir, that power is given
2 to you by bylaw 10.1 of the NCAA bylaws; is that
3 correct?

4 A. I don't know the exact bylaw, but yes.

5 Q. Okay. Do you know whether or not anybody at
6 the University of Louisville or its Athletic Association
7 has ever shared Kenny Johnson's text messages to the
8 NCAA?

9 A. Yes.

10 Q. Who shared the text messages from Kenny
11 Johnson with the NCAA?

12 A. I don't know who directly provided them to
13 them.

14 Q. Let me show you exhibit -- bear with us.
15 Sorry.

16 MR. MCLEOD: Why don't we take a quick
17 five-minute break. Five minutes. I just hate to
18 slow it down trying to find this document.

19 VIDEOGRAPHER: We're going off the record. The
20 time is 6:45.

21 (OFF THE RECORD)

22 VIDEOGRAPHER: We're back on the record. The
23 time is 6:50.

24 (EXHIBIT 14 MARKED FOR IDENTIFICATION)

25 BY MR. MCLEOD:

1 Q. Mr. Carns, what's on the screen now is Exhibit
2 number 14, and, in particular, if you'll look, please,
3 sir, at text message 161. Do you see that text?

4 A. Yes.

5 Q. Okay. And do you see in the far right-hand
6 column the words, "I just sent the text to Rivers that
7 we had a good visit?" Do you see that?

8 A. Yes.

9 Q. Do you understand the Rivers referenced in
10 that text message works for Adidas?

11 MR. MORGAN: Objection to form.

12 A. I'm aware there was a Rivers that worked at
13 Adidas.

14 I'm not -- I don't know of the origin of this
15 text message or the intent.

16 Q. And the Rivers that you are familiar with that
17 worked for Adidas, his first name is Chris; is that
18 correct?

19 A. Correct.

20 Q. All right. Now, in text message 162, could
21 you read that for the record, please?

22 A. "They liked it. I just need to talk with
23 Adidas when I'm away from them and get back with them,
24 and we should be good."

25 Q. And do you understand, sir, that this was a

1 text message that was received by Kenny Johnson who was
2 the assistant coach under Rick Pitino on May 30, 2017?

3 MS. BARBIER: Objection.

4 MR. MORGAN: Objection to form.

5 A. Yes.

6 Q. Have you, from May 30, 2017 until today, ever
7 disclosed to the NCAA that Kenny Johnson received a text
8 indicating that Adidas was involved in Brian's visit to
9 Louisville?

10 MR. LINDHOLM: Object to form.

11 MS. BARBIER: Objection.

12 MR. MORGAN: Object to form.

13 A. I don't recall, no.

14 BY MR. MCLEOD:

15 Q. You had no personal knowledge of anybody under
16 your direction having ever shared with the NCAA that
17 Adidas was involved in the recruiting of Brian Bowen; is
18 that correct?

19 MS. BARBIER: Objection.

20 MR. LINDHOLM: Object to form.

21 A. Correct. I have no personal knowledge.

22 Q. Okay. Now, would you agree with me, sir, that
23 it would be impermissible for Adidas to be involved in
24 the recruitment of Brian on May 30, 2017, pursuant to
25 the NCAA bylaws that were in place at that time?

1 MS. BARBIER: Objection.

2 MR. LINDHOLM: Object to form.

3 A. I don't know. I can't make a blanket
4 statement that, yeah, that's -- that would be true.

5 Q. Are you familiar with Rule 6.4, Mr. Carns, in
6 the NCAA bylaws?

7 A. Not specifically off the top of my head, no.

8 Q. Well, let me first ask you this: Isn't it
9 true, sir, that on May 30, 2017, Adidas was a
10 representative of Louisville's athletic interest?

11 MR. TAFT: Object to form.

12 MR. MORGAN: Object to form.

13 MR. LINDHOLM: Object to form.

14 BY MR. MCLEOD:

15 Q. You can answer.

16 A. No. The institution's position is they were
17 not.

18 Q. And what is the basis for that position?

19 A. The basis is detailed in our response to the
20 NCAA.

21 Q. All right. If you'll go to bylaw 6.4.2.

22 MR. MORGAN: Mullins, are you loading that, or
23 is it already in?

24 MR. MCLEOD: It should be on his screen.

25 BY MR. MCLEOD:

1 Q. Do you have that, Exhibit 4?

2 A. Exhibit 4?

3 Q. Yes, sir.

4 A. Yes.

5 Q. All right. And in 2017, did the NCAA bylaws
6 have in effect, Rule 6.41 through 6.422 [sic]?

7 A. Yes.

8 Q. All right. And for Rule 6.4.2, could you read
9 the first paragraph, for the benefit of the ladies and
10 gentlemen of the jury?

11 A. 6.42?

12 Q. Yes, sir.

13 A. "An institution's responsibility for the
14 conduct of its intercollegiate athletic program shall
15 include responsibility for the acts of individuals,
16 corporate entity, e.g., apparel or equipment
17 manufacturer or other organization when a member of the
18 institution's executive or athletics administration, or
19 athletics department staff member has knowledge or
20 should have knowledge that such an individual corporate
21 entity or other organization has participated in or is a
22 member of an agency or organization described in
23 constitution 6.4.1 has made financial contributions to
24 the athletic department or to an athletic booster
25 organization of that institution has been requested by

1 the athletics department to assist in the recruitment of
2 prospective student-athletes or is assisting in the
3 recruitment of prospective student-athletes, had
4 assisted, or is assisting in providing benefits to
5 enrolled student-athletes or is otherwise involved in
6 promoting the institution's athletic program."

7 Q. All right. Mr. Carns, isn't it true, sir,
8 that Adidas has made significant financial contributions
9 to the Louisville athletics department since at least
10 the beginning of 2014?

11 MR. TAFT: Object to form.

12 MS. BARBIER: Objection.

13 Q. Isn't it true, sir?

14 A. Not in accordance with this bylaw.

15 Q. My question to you is: Has Adidas made
16 significant financial contributions to Louisville's
17 athletic department since beginning in at least 2014?

18 MS. BARBIER: Objection.

19 MR. TAFT: Object to form. Asked and answered.

20 Q. You can answer, sir.

21 A. Adidas has a corporate sponsorship agreement
22 with the university.

23 Q. Pursuant to that corporate sponsorship
24 agreement, has Adidas made significant financial
25 contributions to the athletics department?

1 MS. BARBIER: Objection.

2 MR. TAFT: Object to form.

3 MR. MORGAN: Same objection.

4 A. There's financial considerations in the
5 agreement, yes.

6 BY MR. MCLEOD:

7 Q. And isn't it true, sir, that that contract
8 between Adidas and Louisville is specifically with the
9 athletic association, isn't that true, sir?

10 MS. BARBIER: Objection.

11 A. Yes, that's my understanding.

12 Q. And the Louisville Athletic Association is a
13 non-profit legal entity that handles athletics at the
14 University of Louisville; isn't that correct?

15 MS. BARBIER: Objection.

16 MR. MORGAN: Same objection as before. Asked
17 and answered several times, hours ago.

18 BY MR. MCLEOD:

19 Q. You can answer.

20 A. Yes. To the degree I'm not sure that it
21 handles athletics purview, but they are an athletics
22 association at the University of Louisville, yes.

23 Q. Would you agree with me, sir, that beginning
24 in at least 2014, Adidas has been involved in the
25 promotion of the institution's athletic program?

1 MS. BARBIER: Objection.

2 MR. LINDHOLM: Object to form.

3 A. I don't -- I'm not exactly -- I do not have
4 knowledge of that directly.

5 Q. Would you agree with me, sir, that words have
6 meaning?

7 MR. LINDHOLM: Object to form.

8 MS. BARBIER: Objection.

9 MR. MCLEOD: Would you agree with me that words
10 have meaning, Ms. Barbier, you have an objection to
11 that?

12 MR. TAFT: Asked and answered.

13 MS. BARBIER: Yeah, you've asked him that about
14 25 times, so I object.

15 MR. MCLEOD: I have to keep asking it.

16 BY MR. MCLEOD:

17 Q. Sir, what does the word "sponsorship" mean to
18 you?

19 A. "Sponsorship" is providing financial
20 compensation to a party.

21 Q. Okay. Let's turn back if you will please,
22 sir, to Exhibit number 3. Do you have that in front of
23 you?

24 A. Yes.

25 Q. All right. And this is, in fact, the contract

1 that Adidas entered into with the University of
2 Louisville Athletic Association, correct?

3 A. Correct.

4 MR. TAFT: Object to form.

5 Q. And this contract was entered into between the
6 Athletic Association and Adidas on July 1, 2014; is that
7 correct?

8 A. That's correct.

9 Q. And then was this original contract amended
10 after the Adidas bribery scheme wherein the terms and
11 conditions related to compensation increase
12 significantly?

13 MR. TAFT: Object to form.

14 MR. MORGAN: Objection. Outside the scope.

15 A. I don't know when the amendment was made.

16 Q. Mr. Carns, you -- you are familiar with the
17 sponsorship deal between Adidas and the Athletic
18 Association, are you not?

19 A. I'm aware of the sponsorship agreement, yes.

20 Q. And you've seen it many times; is that
21 correct?

22 A. I don't know that I would say many times, but
23 I've seen it, yes.

24 Q. Because in your role as -- in the compliance,
25 it's part of your responsibility to be knowledgeable

1 about any apparel contracts that the Athletic
2 Association enters into; isn't that correct?

3 MR. LINDHOLM: Objection to form.

4 MS. BARBIER: Objection.

5 MR. MORGAN: Objection to form.

6 BY MR. MCLEOD:

7 Q. You can answer, sir.

8 A. To a degree, yes.

9 Q. Is there anything in Exhibit 3 that does not
10 appear to be accurate with your understanding of the
11 contract between Adidas and the Louisville Athletic
12 Association?

13 MR. LINDHOLM: Object to form.

14 MR. TAFT: Object to form.

15 A. I'm not aware of anything in there, no.

16 MR. MCLEOD: At this time, we'll move to have
17 Exhibit 3 admitted into evidence if it's not already.

18 MS. BARMIER: Objection.

19 MR. TAFT: Objection.

20 BY MR. MCLEOD:

21 Q. Okay. Mr. Carns, on the first page of the
22 contract, could you read, for the benefit of the ladies
23 and gentlemen of the jury, what is in bold capital
24 letters and underlined?

25 A. At the very top?

1 Q. Yes, sir.

2 A. "Endorsement Sponsorship Agreement."

3 Q. And would you agree with me, sir, that those
4 words are synonymous with promotion?

5 MR. LINDHOLM: Objection to form.

6 MR. MORGAN: Objection to form.

7 MS. BARBIER: Objection.

8 BY MR. MCLEOD:

9 Q. You can answer, sir.

10 A. I don't know -- I don't -- I don't believe
11 they are synonymous, or I don't -- I haven't considered
12 that.

13 Q. Mr. Carns, under this agreement, isn't it
14 true, sir, that the Athletic Association receives
15 significant contribution from Adidas?

16 MR. LINDHOLM: Object to form.

17 MS. BARBIER: Objection.

18 MR. MORGAN: Objection. Asked and answered.

19 BY MR. MCLEOD:

20 Q. You can answer, sir.

21 MR. MORGAN: Outside the scope.

22 Go ahead.

23 A. They receive -- yes, they receive compensation
24 through the agreement.

25 Q. Basically, your having worked in the

1 compliance office, do you believe that the \$160 million
2 is significant compensation or insignificant
3 compensation?

4 MS. BARBIER: Objection.

5 A. Signific -- Significant --

6 COURT REPORTER: I'm sorry, Mr. Carns. I
7 didn't get that.

8 A. Significant.

9 COURT REPORTER: Thank you.

10 BY MR. MCLEOD:

11 Q. All right. Mr. Carns, let me show you -- I
12 want to direct your attention to paragraph -- I want to
13 make sure I get the right one. Hold on one second.
14 While I'm looking, could you just share for me please,
15 sir, what your understanding of the sponsorship contract
16 is between Adidas and the University of Louisville?

17 MR. LINDHOLM: Objection to form.

18 MR. TAFT: Objection to form.

19 MR. LINDHOLM: Outside the scope.

20 BY MR. MCLEOD:

21 Q. You can answer, sir.

22 A. Basically, Adidas would provide -- would be
23 the apparel manufacturer for the university.

24 Q. All right. And what rights do you understand
25 were given by the university to the Louisville -- with

1 regard to its promotion of Louisville?

2 MR. LINDHOLM: Object to form.

3 A. What rights?

4 Q. Yes, sir.

5 A. Were given to who?

6 Q. To Adidas.

7 A. The right to -- for the university to be the
8 exclusive -- or for Adidas to be the exclusive apparel
9 manufacturer to the university to the department --
10 athletic department.

11 Q. Okay. And so the right or the privilege
12 regarding the sponsorship was given from the Athletic
13 Association to Adidas; is that correct?

14 MR. LINDHOLM: Object to form.

15 A. Yes.

16 Q. All right. And, in particular, do you see in
17 this Exhibit number 3, the paragraph E?

18 A. Which page are you on?

19 Q. Page 8.

20 A. Yes.

21 Q. All right. Could you read, please, sir, the
22 first sentence, for the benefit of the ladies and
23 gentlemen of the jury?

24 A. "University agrees it shall not permit the
25 trade name, trademark logo or any other identification

1 of any person, company, or business entity other than
2 Adidas, the university or subject to Adidas reasonable
3 right of approval, any recognized governing athletic
4 conference which the university is a member to appear on
5 Adidas products on or used by the coaches, staff, or
6 team members."

7 Q. Okay. So you would agree with me, sir, that
8 one of the terms in this promotional contract was that
9 Adidas purchased the exclusive right for their logo to
10 be placed on Louisville athletic uniforms and gear; is
11 that correct?

12 A. I wouldn't classify it as a promotional
13 contract.

14 Q. How about describe for me what your
15 understanding of what you just read, for the benefit of
16 the ladies and gentlemen of the jury, means?

17 A. That the university has an exclusive apparel
18 contract with Adidas to wear their apparel.

19 Q. Okay. And does that paragraph also indicate
20 that Adidas has the exclusive rights to put their logo
21 on university apparel and uniforms?

22 A. Yes.

23 Q. Now, if you will, come to the next page
24 beginning on number 7, isn't it true, sir, that this
25 contract between Adidas and the Athletic Association

1 contain specific endorsement rights?

2 A. Yes.

3 Q. And isn't it true, sir, that the endorsement
4 rights listed in paragraph 7 are all rights that the
5 university conferred to Adidas in exchange for
6 consideration known as money?

7 MR. MORGAN: Objection to form. Legal opinion.
8 Contract speaks for itself.

9 Q. Mr. Carns, in paragraph 7-A, would you read
10 that, for the benefit of the ladies and gentlemen of the
11 jury?

12 A. "University grants to Adidas the right and
13 license during the contract term to use the university
14 endorsement within the contract territory in connection
15 with the advertisement, promotion, and sale of Adidas
16 product" --

17 Q. Okay.

18 A. -- "otherwise provided, herein, in the
19 university shall retain all rights in and to
20 university's name and endorsement."

21 Q. All right. How about paragraph B? Could you
22 read that for the benefit of the ladies and gentlemen of
23 the jury?

24 A. "Adidas shall have the exclusive right
25 throughout the contract term to advertise, publicly

1 represent, market, and otherwise promote the fact that
2 it is the exclusive supplier to the university of
3 designated products, including by identifying or
4 referring to its products as the official designated
5 product of University of Louisville" --

6 Q. Okay.

7 A. -- "or similar representations."

8 Q. Would you agree with me, sir, that you what
9 you just read, for the benefit of the ladies and
10 gentlemen of the jury, indicates that this contract
11 gives Adidas the right to publicly represent and to
12 market university products?

13 MR. LINDHOLM: Object to form.

14 A. They had the right to market their own
15 products.

16 Q. Sir, isn't it true, sir, that paragraph B
17 specifically says "products of University of
18 Louisville"?

19 A. It's referring to their products as the
20 official product of the University of Louisville --

21 Q. Okay.

22 A. -- the way I read it.

23 Q. Will you read, for the ladies and gentlemen of
24 the jury, paragraph C?

25 A. "University on behalf of coach and each

1 university athletic program grants to Adidas the
2 exclusive right and license during the contract term and
3 within the contract territory to use the coach
4 endorsement in connection with the advertisement
5 promotion and sale of products. Each coach shall retain
6 all other rights in and to his or her name and
7 endorsement and either university nor any coach shall be
8 prevented from using, permitting, or licensing others to
9 use his or her name or endorsement in connection with
10 the advertisement, promotion, or sale of any product or
11 service other than products."

12 Q. Mr. Carns, isn't it true, sir, that you have
13 testified under oath before that Adidas was a
14 representative of Louisville's athletic interest in May
15 2017?

16 A. In a specific context, yes.

17 Q. And in that specific context where you
18 provided that sworn testimony, you were referring to the
19 NCAA bylaws and the definition of a representative of an
20 athletic interest, is that correct, sir?

21 MR. LINDHOLM: Object to form.

22 A. Yes. That -- my -- that testimony was my
23 opinion specific to wording in a specific bylaw, not to
24 the specifics of this case.

25 Q. Well, let me ask you, sir, in your opinion,

1 was Adidas a representative of the university's athletic
2 interest in May 2017?

3 A. The institution position is no, that it was
4 not --

5 Q. I asked for your personal --

6 A. -- based on the fact of this case. My
7 personal opinion --

8 MR. MORGAN: Object to asking this witness
9 personal opinions. That's clearly improper.

10 Q. You can answer, Mr. Carns.

11 A. My personal opinion now is based on the facts
12 -- the specific facts of this case that they are not a
13 representative of the institution's athletic interest.

14 Q. Let me ask you this: Do you believe, based
15 upon your work at the University of Louisville and as
16 the head of compliance, that the contract that's in
17 Exhibit 3 creates Adidas as being a representative of
18 the university's athletic interest?

19 A. No.

20 MR. LINDHOLM: Object to form.

21 Q. Share with me why you disagree with that?

22 A. Because there's more to -- there more to the
23 bylaw and other -- other bylaws on the face than just
24 blanket-stating that any corporate sponsorship agreement
25 like this is automatically -- somebody becomes a booster

1 or representative of the athletic interest.

2 Q. All right. Mr. Carns, I want to direct your
3 attention back to Exhibit 10, and I'll ask you again:
4 Did you provide sworn testimony in the criminal
5 proceeding?

6 A. Yes.

7 Q. And were you truthful and honest in your
8 testimony before that court and that jury?

9 A. Yes.

10 Q. I'm going to turn you to page 402 of Exhibit
11 10, and I'll give you a second to look at that page.

12 A. 402?

13 Q. Page 402, Exhibit 10. Yes, sir.

14 MR. MORGAN: I'll make the same objection about
15 completeness and fairness.

16 A. I'm on 402. What number?

17 Q. Yeah, start with --

18 A. With what?

19 Q. -- line 23.

20 A. "If a member of the school's athletic apparel
21 sponsor, that is if a representative Adidas was involved
22 in such a payment, would that have impact on the
23 penalties?"

24 Q. And was that the question asked of you by the
25 Department of Justice in the criminal proceeding in New

1 York?

2 A. Yes.

3 Q. And what was your answer please, sir?

4 A. "Potentially that can, as well."

5 Q. And what was the Department of Justice next
6 question to you, sir?

7 A. "Why?"

8 Q. And what was your answer?

9 A. "Because of the fact that sponsors, per NCAA
10 rules, are considered representatives of the university
11 athletic interest."

12 Q. Mr. Carns, isn't it true, sir, that the
13 contract between the University of Louisville Athletic
14 Association and Adidas is referred to as a sponsorship
15 agreement?

16 A. Yes.

17 Q. Now, the testimony that you gave under oath in
18 New York, is that accurate testimony, and is the
19 transcription of what you just read, for the benefit of
20 the ladies and gentlemen of the jury, in fact, an
21 accurate reflection of your sworn testimony in the
22 criminal case?

23 MR. LINDHOLM: Object to form.

24 MS. BARBIER: Objection.

25 A. Based upon my knowledge of the rule at that

1 time, yes.

2 Q. Okay. Now, has the NCAA taken steps to give
3 some sort of jurisdiction for the governing body to
4 apparel companies like Adidas in the bylaws?

5 MR. LINDHOLM: Objection to form.

6 A. I don't understand the question.

7 Q. All right. Let's go back to bylaw 6.4.

8 MR. LINDHOLM: Mullins, what exhibit is that
9 in?

10 MR. MCLEOD: Exhibit 4.

11 Q. Do you have that on your screen please, sir?

12 A. Yes.

13 Q. All right. And do you see by law 6.4.2.1?

14 A. Yes.

15 Q. What is the purpose of that bylaw? What does
16 it do?

17 MR. TAFT: Object to form.

18 Q. You can answer, sir.

19 A. You are asking me the meaning of 6.4.2.1?

20 Q. Yes. Based upon your having worked in
21 compliance for the last 20 years, what's your
22 understanding of what that bylaw means?

23 MR. MORGAN: Objection to form.

24 MR. LINDHOLM: Object to form.

25 MS. BARBIER: Objection.

1 BY MR. MCLEOD:

2 Q. Sir, you may answer.

3 A. Yes. I'm reading these bylaws.

4 MR. MORGAN: Same objection as to form.

5 Q. Are you ready, Mr. Carns?

6 MR. MORGAN: Let the record reflect he is
7 reading the bylaw that you asked him to opine on.

8 Q. Yeah. Take your time.

9 A. It allows for -- the way I read it, it allows
10 for a benefit to be withheld if the individual has
11 engaged in a conduct that's determined to be a violation
12 of NCAA legislation.

13 Q. And that was 6.4.2.1?

14 A. Yes.

15 Q. Okay. Does that bylaw also require that any
16 endorsement contract between the institution and the
17 endorser contain a clause that states that if they
18 violate bylaws, whatever privileges or rights contained
19 within that endorsement contract will be revoked?

20 MR. MORGAN: Objection to form.

21 A. It says "may be withheld."

22 Q. Okay. And your understanding of that bylaw,
23 sir, is that any promotional contracts with Louisville
24 and any companies like Adidas shall have a clause
25 requiring the for-profit company to comply with NCAA

1 bylaws; is that correct?

2 MR. LINDHOLM: Object to form.

3 MR. TAFT: Object to form.

4 MR. MORGAN: Objection.

5 A. Yes. I think that's a fair reading.

6 BY MR. MCLEOD:

7 Q. Okay. Going back now, sir, to exhibit number
8 -- going back to Exhibit 3, sir, will you please tell me
9 where in this promotional contract between Adidas and
10 the athletic association, it contains the clause that is
11 required by NCAA bylaw 6.4.2.1?

12 MR. LINDHOLM: Objection to form.

13 MR. MORGAN: Objection to form.

14 MS. BARBIER: Objection.

15 BY MR. MCLEOD:

16 Q. You can answer, sir. Take your time.

17 MR. MORGAN: Do you understand the question,
18 John?

19 THE WITNESS: I'm looking for...

20 MR. LINDHOLM: I would just let the record
21 reflect that this exhibit is 33 pages long.

22 MR. MCLEOD: Well, we can shorten the timeframe
23 a little bit. Let me direct you, sir, to page 12.

24 MR. MORGAN: Page 12 of Exhibit 4? You mean
25 the PDF?

1 MR. MCLEOD: Page 12 of Exhibit 3.

2 BY MR. MCLEOD:

3 Q. Do you have that in front of you, sir?

4 A. Yes.

5 Q. Would you agree with me that beginning in
6 paragraph 12 of this sponsorship agreement between the
7 Athletic Association and Adidas, it contains provisions
8 under the general heading of "Rights of Termination"?

9 A. Yes.

10 Q. And are there, in particular, five enumerated
11 sections in paragraph A?

12 A. Yes.

13 Q. Now, with regard to paragraph 12-A, that right
14 to terminate belongs to Adidas, does it not?

15 A. Yes.

16 MR. LINDHOLM: Object to form.

17 Q. And according to the terms of this paragraph,
18 Adidas can terminate the agreement immediately upon
19 written notice to the university in the event of certain
20 occurrences; is that correct?

21 A. Yes.

22 Q. One of which is if the Louisville Men's
23 basketball team fails to wear Adidas products; isn't
24 that correct?

25 A. Yes.

1 Q. And this paragraph also indicates that if an
2 elite prospect like Brian tapes his ankle and the tape
3 covers up Adidas' trademark logo, Adidas can terminate
4 the contract immediately, isn't that correct, sir?

5 MR. TAFT: Object to form.

6 A. I don't know the process or timing for
7 terminating immediately, but it indicates that they have
8 to display the Adidas logo on their footwear.

9 Q. And if any elite prospect like Brian were to
10 cover up incidentally that logo, that would be grounds
11 for the termination pursuant to the sponsorship
12 agreement; isn't that correct?

13 MR. LINDHOLM: Objection to form.

14 MR. TAFT: Object to form.

15 A. I don't know.

16 Q. How about number 2? Would you read that for
17 the benefit of the ladies and gentlemen of the jury?

18 A. "Any coach fails to perform any material
19 obligations provided for in this agreement and the
20 university fails to cause such coach to cure such
21 breach, curable within ten days of the university
22 receipt of written notice from Adidas."

23 Q. Mr. Carns, would you agree that right of
24 termination belongs to Adidas and not the university?

25 A. Under that -- that number, yes.

1 Q. And number 3, would you agree with me, sir,
2 that the right to termination contained in that
3 paragraph again belongs to Adidas and not the Athletic
4 Association?

5 A. Yes.

6 Q. And number 4, would you agree with me, sir,
7 that, again, that right to termination belongs to Adidas
8 and not the Athletic Association?

9 A. Yes.

10 Q. And paragraph 5, again, that right to
11 termination belongs to Adidas and not the Athletic
12 Association, correct?

13 A. Yes.

14 Q. Now, beginning of paragraph C, would you read,
15 for the benefit of the ladies and gentlemen of the jury,
16 that first sentence that begins with "the"?

17 A. "The university shall have the right to
18 terminate this agreement immediately upon written notice
19 to Adidas in the event that."

20 Q. And is it true, sir, that there are three
21 enumerated instances wherein the university would have
22 the right to terminate this sponsorship agreement?

23 A. Yes.

24 Q. The first being if the money runs out; isn't
25 that true?

1 A. Yes.

2 Q. The second being if Adidas breaches any
3 material terms in this agreement and fails to cure such
4 breach within 45 days is that the second instance?

5 A. Yes.

6 MR. LINDHOLM: Object to form.

7 Q. And the third instance where the university
8 would have the right to terminate, again, relates to the
9 flow of money, does it not?

10 MR. LINDHOLM: Object to form.

11 MR. MORGAN: Object to form.

12 A. Yeah. Failure to make a payment to the
13 university.

14 Q. And failing to make a payment means that
15 Adidas owes the university money per its sponsorship
16 agreement, and if they stop paying, the university can
17 terminate the sponsorship agreement, correct?

18 MR. LINDHOLM: Object to form.

19 MR. TAFT: Object to form.

20 A. Yes.

21 Q. All right. Can you share with me please, sir,
22 where in paragraph 12-C of Exhibit 3 there is any
23 language that relates to the NCAA bylaws and compliance
24 therewith?

25 MR. TAFT: Object to form.

1 MS. BARBIER: Objection.

2 MR. MORGAN: Object to form.

3 A. I don't see any language in it specifically.

4 BY MR. MCLEOD:

5 Q. Okay.

6 MS. BARBIER: Can I ask the court reporter to -
7 - or the videographer to tell us how long we've been
8 going now, combined with the 30(b)(6) deposition.

9 COURT REPORTER: Yes. We were on the record
10 for the 30(b)(6) deposition for three hours, 37
11 minutes, and we've been on the record in this
12 deposition for three hours -- three hours eight
13 minutes.

14 MS. BARBIER: Okay. I'm going to ask that we
15 adjourn in seven hours in fairness to the witness
16 and to the parties.

17 BY MR. MCLEOD:

18 Q. Mr. Carns --

19 A. Yeah.

20 Q. -- going back to paragraph 12-C in Exhibit 3,
21 can you share with the ladies and gentlemen of the jury
22 whether there is any language in the termination
23 provisions that relates to the requirement that Adidas
24 comply with NCAA bylaws?

25 MR. TAFT: Object to form.

1 A. There's no specific wording to that effect.

2 Q. And, Mr. Carns, would you agree with me too,
3 sir, that nowhere in this paragraph does it indicate
4 that the benefits or the privileges given to Adidas in
5 this sponsorship agreement will be withheld if Adidas
6 fails to comply with NCAA bylaws?

7 MR. LINDHOLM: Object to form.

8 A. There's no specific language to that
9 statement.

10 Q. And would you agree with me, sir, that there's
11 no language in Exhibit 3 that indicates that if Adidas
12 is involved in conduct in violation of NCAA legislation
13 that the benefits and the privileges contained in this
14 promotional agreement will be withheld?

15 MR. LINDHOLM: Object to form.

16 A. There's no specific language to that
17 statement.

18 Q. Would you agree with me, sir, that in the
19 absence of that language, this \$160 million sponsorship
20 deal is in violation of NCAA bylaws?

21 MR. LINDHOLM: Object to form.

22 MR. TAFT: Object to form.

23 Q. You can answer.

24 A. No. I don't have the knowledge to make that
25 determination.

1 Q. You do agree, sir, that the language in Rule
2 6.4.21 is required to be in any sponsorship or
3 promotional agreement, correct?

4 MR. MORGAN: Objection to form. Argumentative.
5 Asked and answered. We've gone through the bylaw
6 multiple times.

7 MR. MCLEOD: I'll tell you what we'll do.
8 Let's -- this is what we'll do. Who was that
9 speaking objection from?

10 MR. MORGAN: That was from me.

11 MR. MCLEOD: Okay. So this is what we'll do.

12 Ms. Barbier, we'll postpone the deposition.
13 The deposition is not over, and we'll have a hearing
14 before Judge Anderson before I resume the
15 examination, and hopefully once we get some better
16 ground rules, we'll go a little quicker.

17 Madam Court Reporter, I need a rush, rough copy
18 of the transcript at your earliest convenience.

19 Mr. Videographer, we do not need a video yet.

20 So everybody can go home, and when we get back
21 together, it will go a lot quicker.

22 MR. TAFT: Mullins, I imagine there's going to
23 be a few objections here. I'm going to object in
24 advance any effort to recall this witness for a
25 second day of testimony.

1 MR. MORGAN: I will, too. There's about 15
2 more minute left on the seven hours. I mean,
3 hopefully you are getting close. The asked and
4 answered was -- you know, it's close to seven hours.
5 It's past 7:00 right now, and I would ask that you
6 go ahead and try to complete this witness, Mullins.

7 MR. MCLEOD: So let me -- let me, just for your
8 benefit, sir, explain to you that speaking
9 objections are improper in a de bene esse
10 deposition, and they are improper in front of a
11 jury, and there's a reason, because federal courts
12 and all circuits have determined that coaching
13 witnesses is improper. Now, there have been
14 speaking objections after speaking objections during
15 this testimony, and as a result, you cannot eat up
16 my time with your improper speaking objections, so I
17 am going to provide each of you the benefit of what
18 Ms. Barbier has asked for, and so we don't have to
19 argue anymore, we'll go before Judge Anderson, and
20 perhaps we'll have Mr. Carns come to Columbia and
21 testify in front of Judge Anderson, and that way
22 this stuff won't happen.

23 MR. MORGAN: Mullins, for the record, this is
24 Grahmn Morgan on behalf of University of Louisville.
25 We will stay here, as I've said, to finish your

1 deposition, if you are getting close. You've got
2 15 minutes left. As I said earlier, if you need to
3 go a little bit longer, I'm happy to. We've got to
4 get this finished. Mr. Carns has been on the record
5 for, you know, past eight hours, and as I said
6 earlier, we're outside the topics.

7 MR. LINDHOLM: It's Rob. I join in Mr. Taft's
8 objections. Look, most of us have been working
9 together on this case for some time now. I just ask
10 that -- Mr. Carns is here as a third-party witness.
11 If there is any way we can come to a resolution and
12 finish him up here, I don't think it's fair to have
13 to bring him back again, so I just ask that if
14 there's any way we can finish it up tonight, we can
15 try to do that.

16 MR. MORGAN: I think Mr. Carns would appreciate
17 that.

18 MR. MCLEOD: If you-all will agree to stop
19 making the speaking objections, and if Ms. Barbier
20 will agree on the record that I am allowed to finish
21 my examination, I'll finish tonight, otherwise,
22 we'll recess the deposition, and we'll take it in
23 front of Judge Anderson. I don't have any other
24 choice.

25 MR. LINDHOLM: Do you have an estimate of how

1 much time you have left?

2 MR. MCLEOD: It depends on the speaking
3 objections. I don't know any other way to say it.

4 MR. LINDHOLM: I hear what you're saying,
5 Mullins, even if you -- even if they are improper
6 speaking objections, they're not taking up that much
7 time. So I'm just -- how much -- how much time do
8 you think you have left?

9 MR. MCLEOD: I hope I could be done in an hour.

10 MR. MORGAN: Mullins, may I have a standing
11 objection to this being outside the scope of the
12 topics noticed and to form?

13 MR. MCLEOD: All right. We're going to recess
14 the deposition.

15 MR. MORGAN: We're staying here as long as I
16 can have that. I probably won't have to make
17 another objection.

18 MR. MCLEOD: Yeah, well, we'll recess the
19 deposition.

20 I think this is the only way to do it and let
21 the judge get involved and set some boundaries and
22 some parameters, and it will go much quicker. So I
23 think that's probably the best thing to do. I'm
24 tired of all of these objections that -- you are
25 objecting to the question being outside the scope,

1 and that's fine. We will go address this in front
2 of Judge Anderson, and he can rule whether or not my
3 questions are, in fact, outside the scope of
4 30(b)(6) or they're within the scope of the
5 30(b)(6), and that way you -- your rights won't be
6 prejudiced at all. This is your protection and your
7 benefit, because I certainly don't want any issue at
8 the time of time of trial with regard to the
9 admissibility of this evidence, which proves a lot
10 of things, a lot.

11 So Madam Court Reporter, I think we'll adjourn
12 the deposition.

13 MR. LINDHOLM: Mullins -- Mullins, the witness
14 has been answering all those questions, despite the
15 objections that they are outside the scope. I don't
16 believe that Mr. Morgan's instructed him not to
17 answer any of them, so, you know, we can resolve
18 later on whether those are proper objections or not
19 or whether these topics are appropriate or not, but
20 he has answered all of the questions.

21 MR. MORGAN: I agree with that. I mean, if you
22 feel like I've objected improperly, I think I
23 disagree, but I think if you just give me the
24 standing objection, I don't have to ever say another
25 word, because it seems like every one of these are

1 outside the topic.

2 MR. MCLEOD: So, Madam Court Reporter, will you
3 give me -- I know you probably feel like the
4 timekeeper. Will you give us the hours of
5 questioning under the discovery deposition that
6 Mr. Rivers' counsel noticed?

7 COURT REPORTER: Three hours, 37 minutes.

8 MR. MCLEOD: All right. And under my notice,
9 how long have we been going?

10 COURT REPORTER: Three hours, 16 minutes --

11 MR. MCLEOD: All right.

12 COURT REPORTER: -- and counting.

13 MR. MCLEOD: So we'll recess -- yeah, so we'll
14 recess today. I've got close to four hours left
15 under my de bene esse, and I'll bring this up with
16 Judge Anderson. I hope we can get clarification,
17 and when we get back together, it will move much
18 quicker.

19 MR. MORGAN: So for the record, Grahmn Morgan
20 on behalf of the University of Louisville, Mr. Carns
21 is here. He's willing to stay longer to finish if
22 there's some end in sight.

23 It is -- I don't know what time it is at this
24 point. It's 7:40 p.m. in the evening. We are
25 asking that the plaintiff finish up whatever line of

1 questioning he has. Although, I think we're well
2 within our rights at seven hours today, so, you
3 know, just for the record.

4 MR. MCLEOD: All right. Madam Court Reporter,
5 I think we are done for today.

6 Anybody else got anything you-all want to put
7 on the record?

8 Mr. Carns, I'm sorry we're going to have visit
9 again, but, you know, because of the subpoena power
10 in a RICO case, you'll have to testify at trial
11 perhaps, anyway, but hopefully we only have to meet
12 once -- one more time.

13 All right. Everybody, we're going to sign off.
14 Have a good evening.

15 VIDEOGRAPHER: We are going off the record.
16 The time is 7:42.

17 (DEPOSITION CONCLUDED AT 7:42 P.M.)
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25

1 CERTIFICATE OF REPORTER

2 COMMONWEALTH OF KENTUCKY AT LARGE

3
4 I do hereby certify that the witness in the foregoing
5 transcript was taken on the date, and at the time and
6 place set out on the Title page hereof, by me after
7 first being duly sworn to testify the truth, the whole
8 truth, and nothing but the truth; and that the said
9 matter was recorded by me and then reduced to
10 typewritten form under my direction, and constitutes a
11 true record of the transcript as taken, all to the best
12 of my skill and ability. I certify that I am not a
13 relative or employee of either counsel and that I am in
14 no way interested financially, directly or indirectly,
15 in this action.

16
17
18
19 
20
21

22 LINDSEY JOHNSON,

23 COURT REPORTER/NOTARY

24 MY COMMISSION EXPIRES: 05/24/2023

25 SUBMITTED ON: 04/20/2021

1 John Carns

2 john@gocards.com

3 April 20, 2021

4 RE: Bowen, II, Brian v. Adidas America, Inc., et al.

5 4/15/2021, 30(B)(6) John Carns- De Bene Esse (#4538547)

6 The above-referenced transcript is available for
7 review.

8 Within the applicable timeframe, the witness should
9 read the testimony to verify its accuracy. If there are
10 any changes, the witness should note those with the
11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of
13 Deponent and Errata and return to the deposing attorney.
14 Copies should be sent to all counsel, and to Veritext at
15 cs-carolinas@veritext.com

16
17 Return completed errata within 30 days from
18 receipt of testimony.

19 If the witness fails to do so within the time
20 allotted, the transcript may be used as if signed.

21
22 Yours,

23 Veritext Legal Solutions
24
25

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30(B)(6) John Carns- De Bene Esse Date

1 Bowen, II, Brian v. Adidas America, Inc., et al.

2 30(B)(6) John Carns- De Bene Esse (#4538547)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, John Carns, do hereby declare that I
5 have read the foregoing transcript, I have made any
6 corrections, additions, or changes I deemed necessary as
7 noted above to be appended hereto, and that the same is
8 a true, correct and complete transcript of the testimony
9 given by me.

10
11 _____
12 30(B)(6) John Carns- De Bene Esse

_____ Date

13 *If notary is required

14 SUBSCRIBED AND SWORN TO BEFORE ME THIS

15 _____ DAY OF _____, 20____.

16
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18 _____
19 NOTARY PUBLIC
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30(B)(6) John Carns- De Bene Esse
Bowen v. Adidas

April 15, 2021

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

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Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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